

CONTRACT SPECIFICATIONS

MIAMI-DADE COUNTY
DEPARTMENT OF SOLID WASTE MANAGEMENT

BID DOCUMENTS

COLUMNS REPAIR & STRUCTURAL
IMPROVEMENTS AT NORTHEAST TRANSFER
STATION TRUCK WASH BUILDING

CONTRACT No. CICC 7360 PLAN

RPQ No. 18657-26

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

July 17, 2026



RPQ No. 18657-26

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 **5** 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 **5** on the Bid Form), plus (+) Contingency Allowance (10% of Total Base Bid), plus (+) Dedicated Allowance (for repairing any corroded steel members with section loss discovered during construction), plus (+) Reimbursable Expenses (permit fees) = 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

OFFICE OF SMALL BUSINESS DEVELOPMENT

BID DOCUMENTS - TABLE OF CONTENTS

PROJECT NAME: COLUMNS REPAIR & STRUCTURAL IMPROVEMENTS AT NORTHEAST TRANSFER STATION TRUCK WASH BUILDING

RPQ NO: 18657-26

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
- Drawings (*See Attachment No. 1*)

**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: 18657-26

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

Date Issued: 6/18/2026

Bid Date Due: 8/14/2026

Time Due: 02:00 PM

Bid shall be Submitted Via: Sealed Envelope to:

Name: Department of Solid Waste Management

Email: gibsy.nunezdavila@miamidade.gov

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

Fax: 305-000-0000

RPQ Added: 5/27/2026 **User Bidder Request:** 7/6/2026 **Bond Adm./OMB Approval:** 7/17/2026 **Bidders Added:** 7/17/2026

Project Number: 18657-26

Estimated Value: \$312,290.00

(excluding contingencies and dedicated allowances)

Project Name: Columns Repair and Structural Improvements at Northeast Transfer Station
Truck Wash Building.

Emergency: N

Project Location: 18701 NE 6th Avenue, Miami, FL 33179

ESP: N

Department Contact: Gibsy Nunez Davila

Phone No: 305-514-6024

Fax No: 305-000-0000

Project Manager: Gibsy Nunez Davila

Phone No: 305-514-6024

Fax No: 305-000-0000

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

Phone: 305-514-6024

Date: 7/17/2026

Document Pickup: **Location:** Will be sent via E-Mail

	Mandatory:	Date:	Time:	Location:
PreBid Meeting: <u>Y</u>	<u>Y</u>	<u>7/22/2026</u>	<u>10:00 AM</u>	<u>18701 NE 6th Avenue, Miami, FL 33179</u>
Site Meeting: <u>Y</u>	<u>Y</u>	<u>7/22/2026</u>	<u>10:00 AM</u>	<u>18701 NE 6th 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: 7/17/2026

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) Building Contractor (Primary) Structural Steel Erection (Sub)
Painting (Sub) Asbestos (Sub) Electrical Contractor (Sub)
Concrete Work (Sub)

Anticipated Start Date: 9/21/2026

Calendar Days for Project Completion: 100

Liquidated Damages / \$\$ Per day: Y \$419.23

Method of Payment: Scheduled Monthly Payments

CAPITAL BUDGET PROJECT # - DESCRIPTION

MCC ESTIMATE

2000001387- COLLECTION FACILITY INFRASTRUCTURE IMPROVEMENTS - 3A TRUCK
WASH UPGRADE

\$312,290.00

FUNDING SOURCE:**SOURCE**

Waste Collection Operating Fund

PROJECT NUM2000001387**SITE #**#3002606**MCC ESTIMATE**\$312,290.00**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.)

Project Name: Columns Repair and Structural Improvements at Northeast Transfer Station Truck Wash Building

RPQ No.: 18657-26

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

Site Hours of Operation: 6:00 a.m. to 5:00 p.m. Monday through Saturday

Work Hours: 7:00 a.m. to 5:00 p.m. Monday through Friday, unless otherwise authorized by the Owner

DESCRIPTION OF WORK

The scope of this project is to repair sections of the existing steel columns exhibiting partial corrosion and to coat the entire steel structure of the truck-wash building located at the Miami-Dade County Department of Solid Waste Northeast Transfer Station.

The work includes, but may not be limited to, the following items:

- Removal and disposal of six (6) corroded column bases to approximately 2 feet above the top of concrete. Work includes cutting the existing anchor bolts flush with the concrete top and coating the exposed steel section with galvanized paint to avoid future corrosion. Work also includes the temporary removal of existing features currently supported onto the steel columns that fall within the repair limits.
- Furnishing and installing replacement steel stub columns. This includes all required tapered steel columns, plates, support angles, diagonal bracing, and bolts. It also includes reinstallation of existing features supported onto the steel columns within the repair limits, as well as installation of adhesive permanent concrete anchors and a grout pad using non-shrink grout.
- Fabrication and installation of bracket systems, per plans, for temporary support (shoring) of columns during base removal. Work includes all required temporary steel columns, beams, plates, support angles, diagonal bracing, and bolts. It also includes installation of adhesive concrete anchors and their complete removal, once the temporary support is removed. The holes remaining after anchor removal shall be filled with non-shrink grout. The temporary bracket is intended to support only one column at a time and to be reused for each column.
- Recoating of the building's entire steel structure. This includes all corrosion-remediation work, including but not limited to surface preparation, grinding, sandblasting, welding, and painting. It also includes inspection for the presence of lead and lead abatement if lead is found.
- Repair of defects in the building structure discovered during performance of the work, including but not limited to repairs of corroded steel members with section loss.
- Preparation and submission of as-built documentation.

ADDITIONAL REQUIREMENTS

- Demolition debris shall be disposed of at a construction and demolition debris recycling facility.
- Contractor shall coordinate with the Owner to perform the Work in a manner that minimizes impacts to the truck-wash operation.
- All permits must be approved by the Owner prior to payment. Permit fees will be reimbursed to the Contractor by the County once proof of payment is provided.

Design Drawings Included: Y**Shop Drawings Included: N****Specifications Included: Y****Project Qualifier:** Felix Cepero**Phone No:****Email:** felixc@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. Submit Request for Information (RFI"s) to Gibsy.NunezDavila@miamidade.gov and copy backup officer Carlos.Primo@miamidade.gov and clerkbcc@miamidade.gov - DEADLINE FOR RECEIPT OF RFI QUESTIONS: 07/29/2026, 3:00 PM EST.

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. 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.

4. 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.

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

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

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

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 a minimum of three (3) years of current experience in fabrication, erection and painting of steel structures of similar scope, size, materials, and environmental exposures.

Prime Contractor must provide with their bid the following information:

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



RPQ BID FORM - ATTACHMENT 5A

Project Name: Columns Repair and Structural Improvements at Northeast Transfer Station Truck Wash Building

RPQ No.: 18657-26

GRAND TOTAL BID AMOUNT: \$_____

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

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

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

**COLUMNS REPAIR AND STRUCTURAL IMPROVEMENTS AT NORTHEAST TRANSFER
STATION TRUCK WASH BUILDING
RPQ NO. 18657-26**

BID FORM

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

Line Item	DESCRIPTION	UOM	EST. QTY	UNIT PRICE	TOTAL PRICE
1	Mobilization and Demobilization <i>Refer to Section 012200 of Technical Specifications</i>	1	LS	\$	\$
2	Structural – Steel Column Removal <i>Refer to Section 012200 of Technical Specifications & Type E Repair – Demolition Detail on Sheet S-103</i>	690	LB	\$	\$
3	Structural – Furnish & Install Permanent Steel <i>Refer to Section 012200 of Technical Specifications & Sheets S-104 through S-106 for details</i>	1726	LB	\$	\$
4	Structural – Furnish & Install Temporary Steel <i>Refer to Section 012200 of Technical Specifications & Sheets S-107 through S-109 for details</i>	2628	LB	\$	\$
5	Structural – Steel Recoating (Steel elements – complete building) <i>Refer to Section 012200 of Technical Specifications</i>	61	TN	\$	\$
TOTAL BASE BID					\$

DESCRIPTION	TOTAL
CONTINGENCY ALLOWANCE (10 % OF BASE BID)	\$

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

DESCRIPTION	TOTAL
DEDICATED ALLOWANCE	\$ 31,229.00

(A **Dedicated Allowance Account** has been established for the exclusive use of the Department of Solid Waste Management for the purpose of repairing any corroded steel members with section loss discovered during construction. It is understood that any unspent portion of the allowance account is to remain with the COUNTY.)

DESCRIPTION	TOTAL
REIMBURSABLE EXPENSES	\$ 5,000.00

(A **Reimbursable Expenses Account** has been established for the exclusive use of the Department of Solid Waste Management for the purpose of reimbursing permitting fees. 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, PLUS DEDICATED ALLOWANCE, PLUS REIMBURSABLE EXPENSES.

GRAND TOTAL BID AMOUNT for THE SUM OF:

(PRINT DOLLAR AMOUNT) Dollars and/ _____ Cents.

**** YOU ARE REQUIRED TO TRANSFER THE GRAND TOTAL BID AMOUNT TO FORM 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 *Columns Repair and Structural Improvements at Northeast Transfer Station Truck Wash Building*, Contract No. MCC 7360, RPQ No. 18657-26, (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: Columns Repair & Structural Improvements at Northeast Transfer Station Truck Wash Building

RPQ No.: 18657-26

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 _____
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 three (3) years, and which demonstrate your firm's and / or key personnel's qualifications to perform the work of this Contract ([Refer to Resolution 1122-21](#)).

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

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

GENERAL

- ## OWNERSHIP DISCLOSURE

- Combined Affidavit Initial**

EMPLOYMENT DISCLOSURE

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

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

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

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

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

EMPLOYMENT DRUG FREE WORKPLACE

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

EMPLOYMENT FAMILY LEAVE

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

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

Combined Affidavit Initial

ARREARS WITH THE COUNTY

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

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

CODE OF BUSINESS ETHICS

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

NO CRIMINAL RECORD

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

PUBLIC ENTITY CRIME

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

Combined Affidavit Initial

DEBARMENT AND SUSPENSION DISCLOSURE

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

NON -DISCRIMINATION BASED ON DISABILITY

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

FAIR SUBCONTRACTING

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

I STATE NOTHING FURTHER IN THIS AFFIDAVIT.

Signature:_____

Position/Title:_____

Name of Firm:_____

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

My Commission expires:

NOTARY PUBLIC
STATE OF FLORIDA

Combined Affidavit Initial



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 18657-26

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)
			Structural Steel Erection	
			Painting	
			Lead Abatement	
			Electrician, Master	
			Concrete Work	
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 *Columns Repair and Structural Improvements at Northeast Transfer Station Truck Wash Building* Contract No. MCC 7360, RPQ No. 18657-26 (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. 18657-26

Solicitation Title: Columns Repair & Structural Improvements at Northeast Transfer Station Truck Wash Building

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 repairing any corroded steel members with section loss discovered during construction. The Dedicated Allowance shall be in the amount of **\$31,229.00**. 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 **100** 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 **\$419.23**, 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 Bidder or its employees, agents, servants, partners principals, contractors or subcontractors. Bidder 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. Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by The Bidder 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

Contractor shall furnish to the *Department of Solid Waste Management, Dr. Martin Luther King Jr. Office Plaza, 2525 NW 62 Street, 5th Floor, Miami, FL 33147*, Certificate(s) of Insurance with coverages as outlined below:

- a. Worker's Compensation Insurance as required by Florida Statute 440.
- b. Commercial General Liability to include Products/completed operations for \$1,000,000 each occurrence, \$2,000,000 aggregate. **Miami-Dade County must be included as additional insured for on-going and completed operations.**
- c. Automobile Liability for all owned, non-owned and hired vehicles for \$1,000,000 combined single limit.
- d. Installation Floater on an All-Risks or Special perils basis for 100% of the cost of the project on a replacement cost basis. **Miami-Dade County must be included as a named insured or loss payee.**

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

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

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

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
- Drawings (*See Attachment No. 1*)

SCOPE OF WORK

Project Name: Columns Repair and Structural Improvements at Northeast Transfer Station Truck Wash Building

RPQ No.: 18657-26

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

Site Hours of Operation: 6:00 a.m. to 5:00 p.m. Monday through Saturday

Work Hours: 7:00 a.m. to 5:00 p.m. Monday through Friday, unless otherwise authorized by the Owner

DESCRIPTION OF WORK

The scope of this project is to repair sections of the existing steel columns exhibiting partial corrosion and to coat the entire steel structure of the truck-wash building located at the Miami-Dade County Department of Solid Waste Northeast Transfer Station.

The work includes, but may not be limited to, the following items:

- Removal and disposal of six (6) corroded column bases to approximately 2 feet above the top of concrete. Work includes cutting the existing anchor bolts flush with the concrete top and coating the exposed steel section with galvanized paint to avoid future corrosion. Work also includes the temporary removal of existing features currently supported onto the steel columns that fall within the repair limits.
- Furnishing and installing replacement steel stub columns. This includes all required tapered steel columns, plates, support angles, diagonal bracing, and bolts. It also includes reinstallation of existing features supported onto the steel columns within the repair limits, as well as installation of adhesive permanent concrete anchors and a grout pad using non-shrink grout.
- Fabrication and installation of bracket systems, per plans, for temporary support (shoring) of columns during base removal. Work includes all required temporary steel columns, beams, plates, support angles, diagonal bracing, and bolts. It also includes installation of adhesive concrete anchors and their complete removal, once the temporary support is removed. The holes remaining after anchor removal shall be filled with non-shrink grout. The temporary bracket is intended to support only one column at a time and to be reused for each column.
- Recoating of the building's entire steel structure. This includes all corrosion-remediation work, including but not limited to surface preparation, grinding, sandblasting, welding, and painting. It also includes inspection for the presence of lead and lead abatement if lead is found.
- Repair of defects in the building structure discovered during performance of the work, including but not limited to repairs of corroded steel members with section loss.
- Preparation and submission of as-built documentation.

ADDITIONAL REQUIREMENTS

- Demolition debris shall be disposed of at a construction and demolition debris recycling facility.
- Contractor shall coordinate with the Owner to perform the Work in a manner that minimizes impacts to the truck-wash operation.
- All permits must be approved by the Owner prior to payment. Permit fees will be reimbursed to the Contractor by the County once proof of payment is provided.

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DIVISION 01 – GENERAL REQUIREMENTS

SECTION 011100 – GENERAL

PART 1 - GENERAL

1.1 PROJECT DESCRIPTION

- A. The project work consists of repairing the existing steel column as shown in the Contract Plans. The existing columns exhibit corrosion and significant section loss, in some cases. Temporary shoring details are provided in the Contract Plans. The shoring details are temporary steel supports connecting the existing steel columns. In addition, the prefabricated steel building is to be recoated.
- B. The CONTRACTOR is to furnish all labor, materials, equipment, tools, transportation, services, incidentals, and perform all necessary tasks to complete the project, in place and ready for service in accordance with the plans and specifications prepared therefore and entitled Miami-Dade County Department of Solid Waste Management (DSWM) Truck Wash Building Column Repairs and Improvements. The WORK generally includes but is not limited to the following items:
 - 1. Demolition and removals
 - 2. Steel construction
 - 3. Steel Coating
 - 4. Providing as-built documentation
- C. Other construction contracts may be awarded by Owner that are in close proximity to or border on the Work of this Project.

1.2 WORK BY OWNER

- A. Owner will perform the following in connection with the Work:
 - 1. Per Construction Documents

1.3 SEQUENCE AND PROGRESS OF WORK

- A. Sequencing:
 - 1. Incorporate sequencing of the Work into the Construction Progress Schedule.
 - 2. Sequencing Requirements:
 - a. Contractor shall be responsible for all means, methods, and sequencing of Work.
- B. Requirements for sequencing and coordinating with Owner's operations, including maintenance of facility operations during construction, and requirements for tie-ins and shutdowns, are provided in the Contract Documents.

1.4 CONTRACTOR'S USE OF SITE

A. Use of Site - General:

1. Limits on Contractor's use of the Site are as may be shown on the Drawings.
2. Contractors shall share use of the Site with other contractors, Owner and others.
3. Relocate stored materials and equipment that interfere with operations of Owner, other contractors, and others performing work for Owner.

B. Owner will occupy the Site jointly with Contractor during construction for performance of Owner's typical operations. Coordinate with Owner in all construction operations to minimize conflicts between Contractor and Owner's employees and others under Owner's control.

1.5 PARTIAL UTILIZATION BY OWNER

A. The facility will maintain reduced normal operations during project execution. The contractor shall coordinate with the Owner to minimize impact to the operation of the facility. Facility operations and construction execution hours shall be specified elsewhere in the contract document. Access times to the facility will be specified elsewhere in the contract documents.

B. Prior to Substantial Completion of the entire Work under the Contract, substantially complete applicable Work as follows:

1. Work indicated for Milestones (if any).
 - a. Selective demolition
 - b. Concrete crack repairs
 - c. Concrete spalling repairs
 - d. Steel corrosion repairs
 - e. Electrical repairs
 - f. Steel member replacement
 - g. Roofing repair/replacement
 - h. Project closeout

1.6 UTILITY OWNERS

- A. Utilities known to Owner or Owner's representative and that may have Underground Facilities or other facilities in the vicinity of the Work are by:
 - 1. Florida Power & Light
- B. Utilities and their owners indicated in the Contract Documents are for Contractor's convenience. Owner will not be liable to Contractor or any utility owner for failure to indicate utility, its owner, or complete and correct contact information in the Contract Documents where Contractor's reasonable and ordinarily exercised diligence would reveal the presence of the utility and its owner. Nothing in the Contract mitigates Contractor's responsibilities under the Agreement general conditions, Section 01 71 33 - Protection of the Work and Property, and Laws and Regulations, including "call before you dig" regulations.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION - (NOT USED)

SECTION 012100 – ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Administrative and procedural requirements for:
 - a. Contingency allowances.

1.2 CONTINGENCY ALLOWANCES

- A. Provisions on contingency allowance(s) are set forth in the Agreement general conditions.
- B. Owner may authorize use of all or part of a contingency allowance included in the Contract for Work not otherwise covered under one or more bid/pay items already in the Contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

SECTION 012200 – MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. General requirements applicable to all bid/pay items.
2. General provisions on lump sums.
3. Listing of the various bid/pay items in the Project, together with criteria for measuring Unit Price Work for payment.

B. Related Requirements:

1. Include but are not necessarily limited to:
 - a. Section 01 29 73 - Schedule of Values.

1.2 REQUIREMENTS APPLICABLE TO ALL BID/PAY ITEMS

A. In this Section and elsewhere in the Contract Documents, the terms “bid item”, “pay item”, “bid/pay item”, “Item” followed by a number designation, “this item” and the like, all have the same meaning and refer to one or more specific elements of the Contract established for pricing and payment, as indicated in the Bid Form and in the Agreement (or exhibit to the Agreement) at the time the Contract was signed by the parties.

B. This Article applies to all bid/pay items in the Contract.

C. Prices – General:

1. The bid/pay items listed starting with Article 1.5 of this Section refer to and are the same bid items listed in the Bid Form and included in the Contract, and constitute all bid/pay items for the Work at the time the Contract was signed by the parties.

D. Contract Price, Payment Procedures, and Related Matters:

1. Contract Price: The Contract Price, as apportioned among bid/pay items in the Contract, is indicated in the Agreement and any associated exhibits thereto and may be modified by Change Order.
2. Payments to Contractor: Refer to the Agreement general conditions (including provisions on retainage, if any).
3. Schedule of Values: Refer to the Agreement general conditions and Section 01 29 73 - Schedule of Values.
4. Procedures for Changes in Contract Price: Refer to the Agreement general conditions.

5. Defective Work is not eligible for payment.

1.3 GENERAL PROVISIONS ON UNIT PRICES AND QUANTITIES

A. Quantities:

1. Quantities of Unit Price Work indicated in the Bid Form and in the Contract (at the time the Agreement was signed by the parties) are estimates for purposes of pricing and comparison of Bids.
2. No direct or separate payment will be made, outside of the bid/pay items in the Contract, for the following: providing miscellaneous temporary or accessory materials or equipment, temporary works, temporary construction facilities, Contractor's project management, superintendence, and similar costs for Subcontractors or Suppliers; bonds and insurance; schedules and schedule updates; coordination with: Owner's and facility manager, other contractors, utility owners, owners of transportation facilities, adjacent property owners and occupants, authorities having jurisdiction, Subcontractors and Suppliers, and others with whom Contractor is to coordinate the Work; information technology systems required by the Contract Documents; Submittals; photographic documentation; Project meetings; Contractor's hazard communication program; Contractor's compliance with environmental procedures for Constituents of Concern (including spill control and countermeasures plans and implementation); professional services (required for Contractor's means and methods of construction, and for delegated designs required by the Contract Documents); obtaining and complying with permits and licenses; temporary utilities (including electric power, water supply and disposal, fuel, and communications); temporary lighting; temporary fire protection; temporary enclosures and HVAC; temporary sanitary facilities; temporary first- aid facilities and services; Contractor's field offices and sheds, temporary vehicular access and parking (including access to the Site, temporary access roads and parking, onsite traffic controls for construction traffic; traffic control of non-construction vehicular and pedestrian traffic; temporary controls (including temporary erosion and sediment controls, noise control, control of storm water, surface water, and groundwater, pollution controls (including solid waste control, water pollution control, and control of atmospheric pollution), dust control, pest and rodent controls, odor controls, and other temporary controls required by the Contract Documents; temporary security for the Work; temporary barriers; delivering, handling, and storing materials and equipment to be incorporated into the Work; layouts and surveys for the Work; construction equipment, machinery, tools, and vehicles; safety and protection; Site maintenance during construction; cleaning and removal and disposal of

waste and debris; checkout and startup; testing and other quality control activities required by the Contract Documents; record documents, operation and maintenance data; warranties; spare parts and extra materials required by the Contract Documents; instruction of facility personnel as required by the Contract Documents; Contractor's correction period, Contractor's general warranty and guarantee; Contractor's indemnification obligations; other labor, cost, or effort required by the Agreement general conditions and Division 01 Specifications, and other requirements of the Contract Documents.

3. Price Escalation:
 - a. Unless expressly indicated otherwise in the Contract Documents, Owner is not obligated to change the stipulated prices (including lump sums, unit prices, and allowances) that are all or part of the Contract Price because of escalation of costs when there is no corresponding change in the Contract Times.
 - b. Changes in the Contract Times do not necessarily entitle Contractor to a change in Contract Price due to escalation.
 4. Compensation for all services, labor, materials, and equipment shall be included in prices stipulated for the lump sum and unit price bid/pay items in the Contract.
 5. Each lump sum and unit price in the Contract shall include an amount considered by Contractor as sufficient for all overhead and profit for each separately identified bid/pay item.
 6. Owner does not represent, either expressly or by implication, or agree that the nature of materials encountered or in concealed areas, or actual quantities of Unit Price Work required, will correspond with the quantities in the Contract at the time the Agreement was signed by the parties. Owner reserves the right to increase or decrease quantities, and to eliminate quantities, as Owner may deem necessary or as may be necessary due to Site conditions encountered.
 7. Adjustment of Unit Prices Due to Variation in Quantities:
 - a. Provisions, if any, regarding adjustment of unit prices due to variations in actual quantities (eligible for payment) from the estimated quantities in the Contract (including quantities at the time the Agreement was signed by the parties and as subsequently modified by Change Order) are in the Agreement general conditions.
 1. Owner or Owner's representative's review for possible unit price adjustment, when provision for such adjustment is expressly indicated in the Contract, will be at a time Owner or Owner's representative deems reasonable and proper.
-



8. Quantities eligible for payment will be actual quantities furnished and installed (as applicable) in accordance with the Contract Documents, within the pay limits shown or indicated, as measured by Owner or Owner's representative (or other entity so empowered in the Contract Documents) and recommended for payment by Owner or Owner's representative.
 9. At Contractor's expense, Contractor shall independently verify quantities measured for review and verified by Owner or Owner's representative for payment.
 10. Quantity Overruns:
 - a. When the quantity of a pay item of Unit Price Work eligible for payment exceeds the pay item's quantity included in the Contract, Owner will pay for quantities that exceed those in the Contract only while the estimated total payments to Contractor under the Contract will not exceed the Contract Price. Otherwise, a Change Order is required to modify the associated quantity in the Contract, thus changing the Contract Price.
 11. Except as may be established elsewhere in the Contract Documents, Contractor shall make no claim for anticipated profit, loss of profit, damages, or additional compensation arising from difference between quantities of Unit Price Work eligible for payment and the estimated quantities in the Contract.
- B. Measuring for Payment:
1. Documentation of Measurements:
 - a. Contractor shall provide measuring equipment, labor, and survey personnel necessary to measure quantities eligible for payment and provide visual and numeric quantity information to the Owner or Owner's representative for review.
 2. Unless expressly indicated otherwise in the Contract Documents, measurements will be in United States standard measurements.
 3. Unless indicated otherwise elsewhere in the Contract Documents, quantities of Unit Price Work eligible for payment will be rounded to the nearest whole number.
 4. Quantities eligible for payment can be adjusted by Owner or Owner's representative to correct quantities included in Contractor's prior payment requests, and for incomplete or defective Unit Price Work. Such corrections are at Owner or Owner's representative's sole discretion.

1.4 GENERAL PROVISIONS ON LUMP SUM ITEMS

- A. Progress payments for Work paid on a lump sum basis will be based on Contractor's estimate of the Work (in accordance with the Contract Documents) performed through the end of the associated pay period, based on the Schedule of Values accepted by Owner or Owner's representative in accordance with the Contract Documents.
- B. At its sole discretion, Owner or Owner's representative may correct amounts of lump sum Work included in prior payment requests based on improved data or information available to Owner or Owner's representative, or Owner or Owner's representative's knowledge or reasonable belief that Work is incomplete or defective.

1.5 BID/PAY ITEMS – GENERAL CONTRACT

- A. Item 1 (Lump Sum) – Mobilization and Demobilization:
 - 1. Measurement: In accordance with the Contract's provisions on Schedule of Values and progress payments for lump sum Work.
 - 2. Item Includes:
 - a. Work and activities indicated in this provision are intended as illustrative for purposes of scope and payment and do not represent a complete list of all preconstruction activities and Submittals, or all Work or activities required by the contract for mobilization and demobilization.
 - b. Mobilization Work paid under this item will include:
 - 1. Furnishing any required performance bond and payment bond.
 - 2. Furnishing required insurance and associated documentation.
 - 3. Obtaining Owner's acceptance of proposed Subcontractors and Suppliers and entering into subcontracts and purchase orders needed to start the Work.
 - 4. Preparing and obtaining Owner or Owner's representative's acceptance of schedules, including Progress Schedule, Schedule of Submittals, and Schedule of Values.
 - 5. Preconstruction conference(s) required by the Contract Documents.
 - 6. Preconstruction photographic documentation.
 - 7. Establishing Contractor's site-specific health and safety plan, preconstruction activities needed to start implementing Contractor's safety programs, and verifying status of training of construction workers and personnel and condition of construction equipment, machinery, and tools.

8. Submitting acceptable emergency contact information
 9. Obtaining required permits needed to start the Work.
 10. Establishing construction equipment, machinery, and tools at the Site.
- c. Demobilization Work paid under this item will include:
1. Removal from the Site and adjacent areas of excess materials and equipment.
 2. Removal of temporary controls, temporary facilities, temporary barriers, and similar materials and equipment.
 3. Removal of all storage areas, staging and laydown areas, and other areas needed to perform the Work and restoration of such areas.
 4. Removal from the Site of all construction equipment, machinery, tools, Contractor's containers, temporary fuel storage tanks, and similar items.
 5. Closeout of permits on which Contractor is a permittee or co-permittee.
 6. Final cleaning.
 7. Furnishing required closeout documents.
 8. Other costs and effort by Contractor for demobilization.
- d. Other cost and Work are under other bid/pay items in the Contract.
3. Payment: Lump sum price for this item will be full compensation for all mobilization and demobilization required and needed for the Contract, not included under other bid/pay items or contracts.
- B. Structural – Steel Column Removal
1. Measurement: Weight of steel in Pounds (LB)
 2. Item Includes: Removal and disposal of 6 corroded column bases approximately 2' from the top of concrete. Item includes cutting the existing anchor bolts flushed with the existing concrete top and coating the exposed steel section with galvanized paint to avoid future corrosion. Item includes the temporary removal of existing features currently supported on the steel columns in conflict with the repair limits. Refer to plans and Bid Form for specific work included under this bid/pay item.
 3. Payment: Percent complete out of total Pounds (LB) to be installed.
- C. Structural – Permanent Steel
1. Measurement: Weight of steel in Pounds (LB)
 2. Item Includes: Furnishing and installing replacement steel stub columns. Item

includes all required tapered steel columns, plates, support angles, diagonal bracing and bolts. Item includes the re-install of existing features currently supported on the steel columns in conflict with the repair limits. Item includes the installation of adhesive permanent concrete anchors and grout pad using non-shrink grout. Refer to plans and Bid Form for specific work included under this bid/pay item.

3. Payment: Percent complete out of total Pounds (LB) to be installed.

D. Structural – Temporary Steel

1. Measurement: Weight of steel in Pounds (LB)
2. Item Includes: Furnishing and installing temporary support bracket system. Item includes all required temporary steel columns, beams, plates, support angles, diagonal bracing and bolts. Item includes the installation of adhesive concrete anchors and their full removal. The remaining hole shall be filled with non-shrink grout. The proposed temporary support bracket is to be used one column at a time and is intended to be reused. Refer to plans and Bid Form for specific work included under this bid/pay item.

3. Payment: Percent complete out of total Pounds (LB) to be installed.

E. Structural – Steel Recoating (Steel elements – complete building)

1. Measurement: Weight of steel in Tons (TN)
2. Item Includes: All corrosion repair work including, but not limited to, surface preparations, grinding, sandblasting, welding, painting, etc. Item includes verification for the presence of lead and lead abatement if found present. Refer to plans and Bid Form for specific work included under this bid/pay item.
3. Payment: Percent complete out of total Tons (TN) to be coated.

F. Dedicated Allowance for Emergency Defects:

1. Concrete Crack Repair
 - a. Measurement: Length of crack in linear Feet (LF)
 - b. Item Includes: All concrete crack repair work, including but not limited to, routing and sealing, surface preparations, epoxy injections, etc. Refer to plans and Bid Form for specific work included under this bid/pay item.
 - c. Payment: Linear Feet (LF)
 2. Concrete Spalling Repair
 - a. Measurement: Area of spall in Square Feet (SF)
 - b. Item Includes: All concrete spall repair work including, but not limited to, shoring, demolition of concrete, surface preparations, bonding agents, concrete placement, curing, etc. Refer to plans and Bid Form for specific work included under this bid/pay item.
-

- c. Payment: Square Feet (SF)
- 3. Concrete Slab Topping
 - a. Measurement: Surface area of slab in Square Feet (SF)
 - b. Item Includes: All concrete topping slab work including, but not limited to, demolition of concrete, surface preparations, bonding agents, concrete placement, curing, etc. Refer to plans and Bid Form for specific work included under this bid/pay item.
 - c. Payment: Square Feet (SF)
- 4. Roof Repair / Replacement
 - a. Measurement: Surface area of roof in Roof Squares (SQ); 100 SF = 1 SQ
 - b. Item Includes: All roofing repairs and replacement including, but not limited to, demolition of existing roofing, installation of flashing and sealants, surface preparation, placement of roofing materials, testing, etc. Refer to plans and Bid Form for specific work included under this bid/pay item.
 - c. Payment: Roof Squares (SQ); 100 SF = 1 SQ
- 5. Price of all Dedicated Allowance work shall be estimated in advance by the Contractor and accepted by the owner prior to the execution of work.:

PART 2 - PRODUCTS – (NOT USED)

PART 3 - EXECUTION – (NOT USED)

SECTION 012500 – SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Requirements applicable to all substitution requests.
2. Provisions specific to Contractor's substitution requests for:
 - a. Materials and equipment to be incorporated into the Work.
 - b. Methods, procedures, and sequences indicated in the Contract Documents.

B. Scope:

1. Contractor shall provide all labor, materials, equipment, tools, services, and incidentals, and pay all costs associated with requests for approval of substitutes.
2. Where the Contract Documents expressly indicate that substitutes are not allowed, are unacceptable, or time-barred, do not submit substitution requests for such items or procedures

1.2 REFERENCES

A. Terminology:

1. The following terminology, although not indicated with initial capital letters, has the following meaning in this Section:
 - a. "Or-equal" and "or equal" each means material or equipment items to be incorporated into the completed Work as a functioning whole, or method, procedure, or sequence that, in Owner or Owner's representative's sole opinion, are equivalent to that shown or indicated in the Contract Documents.
 - b. "Substitute" means a proposed materials or equipment to be incorporated into the completed Work as a functioning whole, or a proposed construction method, procedure, or sequence that is not, in Owner or Owner's representative's sole opinion, equivalent to the associated, similar material or equipment item or method, procedure, or sequence shown or indicated in the Contract Documents, but accomplishes the same or similar purpose. Unless expressly indicated otherwise in the Contract Documents, Contractor's proposals for "value engineering" (and similar terms) are substitutes.



- c. “Substitution request” means Contractor’s written request for Owner or Owner’s representative’s approval of a proposed substitute, in accordance with this Section. Substitution requests are separate from Shop drawings and other Submittals required by the Contract Documents.

1.3 SUBSTITUTES - GENERAL

- A. This Article applies to all substitutes and substitution requests, whether for substitute materials or equipment, or for substitute methods, procedures, or sequences.
- B. This Section expands on the provisions on substitutes in the Agreement general conditions.
- C. Time Limits for Submitting Substitution Requests:
 - 1. Where the Contract allows Contractor’s substitution requests, such proposals will be considered by Owner or Owner’s representative only during a period of fourteen (14) days after the date the Contract Times start to run, unless otherwise indicated.
 - 2. Substitution requests will be accepted for consideration by Owner or Owner’s representative after the time limit indicated in the paragraph above this, when materials or equipment shown or indicated, and all associated “or-equals”, are either:
 - a. Unavailable; or
 - b. Despite Contractor’s due diligence, are unavailable in time for the Work to be completed within the Contract Times.
 - 3. The foregoing notwithstanding, substitutes will not be approved when received by Owner or Owner’s representative after Contractor has commenced the associated Work at the Site, where approval of the substitute would require rework or removing Work already installed.
- D. Design Professional:
 - 1. Owner or Owner’s representative is responsible for design of the completed Project as a functioning whole and has responsible charge of the Project except for Work for which design responsibility is expressly delegated by the Contract Documents.
 - 2. Do not retain services of any third-party design professional to prepare modifications of Engineer’s design of the completed Project as a functioning whole without Owner or Owner’s representative’s express, written consent via an appropriate Contract modification setting forth appropriate performance and design criteria for delegating the design of the substitute.

E. Contractor's Representations:

1. In submitting each substitution request, Contractor represents that:
 - a. Contractor has read and understands the Contract's provisions on substitutes, as indicated in this Section, and elsewhere in the Contract Documents. Substitution request is complete and includes all documents and information required by the Contract Documents.
 - b. Contractor will certify that the proposed substitute item will: 1) perform adequately the functions and achieve the results called for by the general design; 2) be similar in substance to the item specified; and 3) be suited to the same use as the item specified." Contractor certifications required by this Section are valid and made with Contractor's full knowledge, information, and belief.
 - c. Contractor will provide the same or better guarantees and warranties for substitute as for the specified materials, equipment, methods, procedures, and sequences (as applicable).
 - d. Contractor waives all rights for increasing the Contract Price or extending the Contract Times, related to the substitute, that subsequently may become apparent to Contractor after issuance of the associated Contract modification instrument approving such substitute, except for those associated with differing subsurface or physical conditions or discovery of a previously unforeseen Hazardous Environmental Condition associated with the Work involving the approved substitute.

F. Submittal of Substitution Requests - General:

1. Substitution requests must be submitted by Contractor. Owner or Owner's representative will not accept or review substitution requests from prospective or bona-fide Subcontractors or Suppliers.
2. Submit separate substitution request for each proposed substitute.
3. When Owner or Owner's representative requires additional information to evaluate a substitution request, furnish such information within five (5) days of receipt of Owner or Owner's representative's request, unless additional time is granted by Owner or Owner's representative, in writing.
4. Owner or Owner's representative has the right to rely upon the completeness and accuracy of information, documents, certifications, and representations in Contractor's substitution request. Contractor accepts full responsibility for completeness and accuracy of substitution requests (except for Owner or Owner's representative's professional liability).

G. Engineer or Record's Review of Substitution Requests:

1. Engineer has no obligation to approve any substitute.
2. Substitutes will not be approved unless all of the following are satisfied for the associated substitute:
 - a. The Contract supports submittal of such substitution request; and
 - b. Substitute is reasonably consistent with Engineer's design intent for the Project as a completed, functioning whole; and
 - c. Substitute will not have an adverse effect on the work of other contractors, or existing or proposed construction; and
 - d. Substitution request is complete in accordance with the Contract Documents and Engineer's requests, and
 - e. Owner agrees to the substitute; and
 - f. Associated changes in Contract Price and Contract Times, if any, are acceptable to Owner.
3. Engineer is not obligated to approve any substitute where such approval is conditioned on an increase in the Contract Price, the Contract Times, or both.
4. Timeliness of Engineer's Review:
 - a. Allow not less than fourteen (14) days for Engineer's review of each substitute. Allow longer for larger, more-complex substitutes.
 - b. Engineer will endeavor to perform timely review of substitution requests. However, Contractor is responsible for complying with the Contract Times, regardless of whether the substitute is approved.
 - c. Where approval of a substitute would necessitate other changes to the Project's design, additional time beyond that indicated above will be necessary for Engineer's preparation of revisions to the design.
5. When Design Changes are Required with Approval of Substitute:
 - a. Engineer will advise Contractor promptly following Engineer's review (and Owner's comment, if any) on substitution request to indicate whether the substitute will be acceptable. Engineer's advisory to Contractor will indicate whether changes in Engineer's design are necessary and include a preliminary estimate of Engineer's fee and time required for modifying the design and preparing an associated Proposal Request to Contractor.
 - b. Engineer's preliminary estimates of fee and time for design modifications will be prepared in good faith, but are not binding on Owner or Engineer.

- c. Contractor shall reimburse Owner for costs incurred by Owner for design modifications necessitated by approval of substitute. Owner may deduct such amounts, as one or more set-offs, from payments due Contractor under the Contract.
- d. Upon Contractor's receipt of Engineer's estimate of fee and time for design modifications, contractor shall advise Engineer, in writing, within three (3) days whether Contractor will continue pursuing approval of the substitute.
- e. Engineer may reject a substitute that would require substantial changes in the Project's design.

H. Approval of Substitutes:

- 1. Substitutes are approved only via issuance of an appropriate Field Order or Change Order in accordance with the Agreement general conditions.
- 2. Approval of a substitute does not relieve Contractor from obligation to comply with the Contract Documents, including submitting Shop Drawings, Samples, and other Submittals in accordance with the Contract Documents.

1.4 SUBSTITUTE MATERIALS AND EQUIPMENT

A. In addition to other requirements of this Section and elsewhere in the Contract Documents, substitution requests for substitute materials or equipment shall include:

- 1. Manufacturer and Location:
 - a. Name and address of manufacturer of the proposed substitute. Indicate country where manufacturer is incorporated and owned.
 - b. Companies and brands owned by or affiliated with manufacturer.
- 2. Proposed Materials and Equipment:
 - a. Model designation and quantity of each proposed for the Work.
 - b. Manufacturer's literature for proposed substitute, with description of the materials and equipment.
 - c. Performance information and representative test data.
 - d. Indication of reference standards with which materials and equipment comply.
 - e. Preliminary process and instrumentation diagrams (P&ID), where applicable.
 - f. Identification of hazardous materials, including Constituents of Concern, used in the materials and equipment, and associated permitting or licensing required.

- g. Manufacturer's standard warranty and applicable, proposed special or extended warranties, including indication of specific entities that will be beneficiary of such warranties.
- h. Complete list of proposed deviations from requirements of the Contract Documents.
- i. Itemized comparison of specified materials and equipment and proposed substitute, indicating:
 - 1. Size (physical dimensions) when: item is in use, when not in use, and space required for routine and major maintenance.
 - 2. Weight and loading at supports, when item is full and empty. Materials of construction.
- 3. Operation requirements, including:
 - a. Anticipated consumption of each item of: Electricity, other energy sources, water, chemicals (indicate each), and other needs for operation at the Site.
 - b. Typical labor required for operation and associated skill level.
 - c. Description of remote monitoring and control capabilities, as applicable.
- 4. Maintenance requirements, including:
 - a. Anticipated life in the service and environment required.
 - b. Frequency and general scope of routine and major maintenance typically necessary.
 - c. Typical labor requirements and general qualifications of personnel performing routine maintenance.
 - d. Major, associated equipment necessary for routine and major maintenance, including hoisting equipment type and capacity (when applicable).
 - e. Availability, scope, cost, and general conditions of service and maintenance contracts, if any.
- 5. References for similar projects on which the materials and equipment were used. Indicate for each:
 - a. Project owner name, name of facility where installed, and name of project.
 - b. City, state, and country of installation.
 - c. Model number/size and quantity furnished and installed.
 - d. Year of installation.
 - e. Contact information for owner and design professional, including telephone numbers.

6. Other information required by the Contract Documents.
7. Other information reasonably requested by Owner or Owner's representative.

1.5 SUBSTITUTE CONSTRUCTION METHODS, PROCEDURES OR SEQUENCES

- A. Provisions of the Agreement general conditions, regarding substitutes of materials and equipment are hereby extended to apply to substitute methods, procedures, and sequences as shown or indicated in the Contract Documents.
- B. In addition to other requirements of this Section and elsewhere in the Contract Documents, substitution requests for substitute methods, procedures, or sequences shall include:
 1. Clear identification of the method, procedure, or sequence shown or indicated in the Contract Documents for which substitute is requested.
 2. Detailed description of proposed substitute method, procedure, sequence, or combination thereof.
 3. Reasons why substitute is proposed and benefits to the Project should the substitute be approved.
 4. Detailed list of how the proposed substitute deviates from associated method, procedure, or sequence shown or indicated in the Contract Documents.
 5. Impact of the substitute, if approved, on Owner's or facility manager's operations, when the Work is at an existing facility.
 6. Effect on other contractors working at the Site, if substitute is approved.
 7. Description of temporary equipment and temporary facilities needed, should the substitute be approved, including quantity of items, capacities, performance characteristics, permitting and approvals required by authorities having jurisdiction, and proposed location at the Site.
 8. Written evaluation of how substitute method, procedure, or sequence complies with Laws and Regulations.
 9. Drawings illustrating method, procedure, or sequence.
 10. Materials to be used that contain Constituents of Concern or that have potential to cause or exacerbate a Hazardous Environmental Condition.
 11. Other information and data required by the Contract Documents.
 12. Other information reasonably required by Owner or Owner's representative.

PART 2 - PRODUCTS – (NOT USED)

PART 3 - EXECUTION – (NOT USED)

SECTION 012973 – SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Administrative and procedural requirements for the Schedule of Values.

B. Scope:

1. Contractor shall prepare and submit to Owner or Owner's representative for acceptance a Schedule of Values that allocates cost to each item of the Work. Schedule of Value list of line items shall correspond to each aspect of the Work, establishing in detail the portion of the Contract Price allocated to each component of the Work.
2. Upon request of Owner or Owner's representative, promptly furnish data and information that substantiates and supports the amounts indicated in the Schedule of Values.
3. Submit preliminary Schedule of Values to Owner or Owner's representative for initial review. Contractor shall incorporate Owner or Owner's representative's comments into the Schedule of Values and resubmit to Owner or Owner's representative. Owner or Owner's representative may require corrections and re-submittals until Schedule of Values is acceptable.
4. Schedule of Values may be used as a basis for negotiating price of changes, if any, in the Work.

1.2 SUBMITTALS

A. Informational Submittals: Submit the following:

1. Submit to Owner or Owner's representative the Schedule of Values in the form and quantity required.
2. Content of Schedule of Values Submittals shall be in accordance with Article 1.2 of this Specifications section.
3. Timing of Submittals:
 - a. Submit preliminary Schedule of Values within time limit indicated in the Agreement general conditions.
 - b. Submittal of the Schedule of Values for acceptance by Owner or Owner's representative shall be in accordance with the Agreement general conditions. Owner or Owner's representative will not accept Applications for Payment without an acceptable Schedule of Values.

- c. When required by Owner or Owner's representative, promptly submit updated Schedule of Values to include cost breakdowns for changes in the Contract Price.

1.3 SCHEDULE OF VALUES FORMAT AND CONTENT

A. Organization and Major Elements of Schedule of Values.

1. Contractor's requests for payment shall be in accordance with the Agreement, Agreement general conditions and the Specifications.
2. Include in Schedule of Values itemized list of Work for each major work area included in the Work, for each lump sum and unit price payment item included in the Contract. Group the Work in the Schedule of Values into the areas defined in 01 22 00 MEASUREMENT AND PAYMENT.
3. Organization in Accordance with Specification Sections:
 - a. Within each work area, organize the Schedule of Values by the various Specifications section numbers and titles included in the Contract Documents.
 - b. Label each row in the Schedule of Values with the appropriate Specifications section number. Include an amount for each row in the Schedule of Values.
 - c. List sub-items of major materials, equipment, or systems, as appropriate or when requested by Owner or Owner's representative.

B. Requirements for preliminary Schedule of Values Submittal and the Schedule of Values Submittal for acceptance by Owner or Owner's representative are:

1. Subcontracted Work:
 - a. Schedule of Values shall indicate division of Work between Contractor and each Subcontractor.
 - b. Line items for Work to be performed by each Subcontractor shall include the word, "(SUBCONTRACTED)" and the name of the Subcontractor once the associated subcontract is signed and effective.
2. Apportionment between Materials and Equipment, and Installation: Schedule of Values shall include separate apportionment of costs for:
 - a. Cost of materials and equipment to be incorporated into the completed construction.
 - b. Cost of delivery, handling, and storage of materials and equipment to be incorporated into the completed construction.

- c. Cost of temporary materials (such as excavation supports, scaffolding, and other temporary materials), and their associated delivery, handling, and storage costs, if any.
 - d. Cost of rentals of construction equipment and machinery, whether owned by Contractor or Subcontractor or leased from a third-party equipment rental entity.
 - e. Cost of installing materials and equipment.
 - f. Travel and subsistence costs, if any.
 - g. Other costs used in preparing the Bid by Contractor and each Subcontractor.
- 3. Sum of individual line item amounts indicated on the Schedule of Values shall equal the total of associated bid/payment item. Sum of bid/payment item totals in the Schedule of Values shall equal the total lump sum component of the Contract Price.
- 4. Overhead and Profit:
 - a. Include in each line item a directly proportional amount of Contractor's overhead and profit in the Contract Price.
 - b. Do not include overhead and profit as separate line items.
- 5. Allowances: Include separate line item for each allowance.
- 6. Unit Price Work: Separately indicate items of Unit Price Work in the overall Schedule of Values.
- 7. Bonds and Insurance Costs:
 - a. Include line item for bonds and insurance.
 - b. Submit to Owner or Owner's representative documentation substantiating the amounts when requested by Owner or Owner's representative.
 - c. When Contractor has furnished bonds and evidence of insurance acceptable to Owner and in accordance with the Contract Documents, entire amount for bonds and insurance may be applied for in the first Application for Payment.
- 8. "Site Overhead" and Administrative Cost Elements:
 - a. Include in the Schedule of Values relevant line items and amounts for work and services required by the Agreement general conditions and specific Division 01 Specifications sections, such as:
 - 1. Superintendence and supervision costs and other costs.

2. Itemized list of Work by work area, as applicable, for costs associated with coordination with the Owner's operations, including required sequencing, as set forth in the Contract Documents.
3. Construction Progress Schedule and scheduling, schedule updates, time impact analyses, and preparation of recovery schedules.
4. Construction photographic documentation.
5. Permits.
6. Temporary utilities and temporary facilities.
7. Field offices (monthly rental and maintenance) and storage facilities (excluding costs of establishment and removal, which are part of mobilization and demobilization).
8. Site maintenance, such as temporary controls (dust, air pollution, water pollution, solid waste control, pest and rodent control, temporary erosion and sediment controls, and others), snow and ice removal, and similar activities.
9. Field Engineering and surveying.
10. Progress cleaning and cleaning for Substantial Completion.
11. Record documents (preparation, maintenance, and submittal).
 - a. If adequate record documents are maintained, up to 50 PCT of the value of the record documents line item will be eligible for payment, spread evenly over those progress payments in which construction at the Site is performed.
 - b. Remainder of Project record documents line item will be eligible for payment when complete record documents are submitted in accordance with the Contract Documents. If record documents submitted are unsatisfactory to Owner or Owner's representative, amount may be reduced via set-offs in accordance with the Contract Documents.
- b. Include such items in Applications for Payment on payment schedule acceptable to Owner or Owner's representative.
- c. Such line items in the Schedule of Values shall exclude any and all costs associated with Contractor's permanent place(s) of business, personnel stationed at permanent office(s), salaries and bonuses of executive and administrative personnel not directly performing work on the Project, and general business expenses, all of which are part of Contractor's overhead costs.

9. Mobilization and Demobilization:
 - a. Include separate line items under each appropriate lump sum bid/payment item for mobilization and demobilization.
 - b. Document for Owner or Owner's representative the activities included in mobilization and demobilization line items.
 - c. Mobilization includes: obtaining permits; negotiating, preparing, and signing subcontracts and purchase orders, attending preconstruction conference(s) and initial scheduling conference(s); establishing temporary utilities and temporary facilities; establishing field offices, storage sheds, and staging and laydown areas; establishing major temporary equipment and machinery at the Site; establishing temporary access roads and parking; preparing and initial implementation of spill prevention control and countermeasures plans; initial establishment of temporary environmental controls, including initial temporary erosion and sediment controls; and similar work required for Contractor to mobilize for Work at the Site, not included under other line items of the Schedule of Values. Obtain Owner or Owner's representative's concurrence for other costs included under mobilization.
 - d. Mobilization will be limited to 1 PCT of the Contract Price, and will be paid in 1 payment, each of 100 PCT of total amount for mobilization, or as otherwise specified elsewhere in the Construction Documents. Should Contractor propose mobilization in an amount greater than the limit indicate in this paragraph or on an alternative schedule from that indicated in this paragraph, submit to Owner or Owner's representative for acceptance information and documentation sufficient to support and substantiate the proposed amount and payment schedule for mobilization.
 - e. Demobilization includes: closing out permits obtained by Contractor; final closeout of remaining subcontracts and purchase orders, attending the final inspection; terminating temporary utilities; removing remaining temporary facilities; removing field offices, storage sheds, and staging and laydown areas and performing final restoration of such areas; removing major temporary equipment and machinery from the Site; removing temporary access roads and parking; and similar work required for Contractor to fully demobilize from the Site, not included under other line items of the Schedule of Values.
 - f. Demobilization shall be not more than 1 PCT of the Contract Price, unless otherwise specified elsewhere in the Contract Documents, and shall be included with the Application for Payment following Substantial

Completion, or other schedule acceptable to Owner or Owner's representative.

10. Costs for Submittals, field quality control activities, and training of operations and maintenance personnel shall be as follows, unless otherwise accepted by Owner or Owner's representative:

- a. Submittals: Up to 8.0 PCT of cost (including all associated overhead and profit) of each equipment item, exclusive of transportation and installation costs associated therewith, may be allocated to preparation of Shop Drawings, Samples, and other Submittals required for release for purchase, fabrication, or delivery (as applicable) and may be included in the Application for Payment following Owner or Owner's representative's approval of Shop Drawings (and acceptance of other Submittals, as applicable) required for fabricating or purchasing for that item for the Work.
- b. Field Quality Control: Up to 3.0 PCT of total cost of each item (including all associated overhead and profit), including materials and equipment, and installation, may be apportioned to specified or required field quality control activities (including required testing and inspections) and included in the Application for Payment following Owner or Owner's representative's acceptance of the associated written field quality control report Submittal(s).
- c. O&M Manual Submittals and Training: Up to a total of 4.0 PCT of equipment cost (including all associated overhead and profit), exclusive of transportation and installation costs, may be apportioned to operations and maintenance manuals and training of operations and maintenance personnel, which may be included in the Application for Payment following completion of training for the associated item.

PART 2 - PRODUCTS – (NOT USED)

PART 3 - EXECUTION (NOT USED)

SECTION 013113 – PROJECT COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. General requirements for:
 - a. Project coordination when the Project is implemented using a single prime construction Contract.
 - b. Coordination meetings.
 - c. Coordination drawings and layout drawings

B. Scope:

1. Contractor shall coordinate the Work, whether performed by Contractor's employees or by Subcontractors, Suppliers, or others for whom Contractor is responsible, to provide Work in accordance with the Contract Documents.
2. Coordinate the Work with testing entities and inspectors (whether hired by Contractor, Owner, or others) employed on the Project, forces of Owner and facility manager (if other than Owner), and other contractors retained by Owner or facility manager, and other entities with which the Work needs to be coordinated.
3. Requirements for preconstruction meetings are in the Agreement general conditions and Section 01 31 19 - Project Meetings.
4. Requirements for construction progress meetings are in Section 01 31 19 - Project Meetings.

C. Related Requirements:

1. Include, but are not necessarily limited to, the following:
 - a. Section 01 31 19 - Project Meetings.

1.2 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordination – General:
 - a. In accordance with the Agreement general conditions and Section 01 11 00 - General, Contractor shall coordinate the Work with, and cooperate with, other contractors, utility owners and their contractors, owners of transportation facilities and their contractors, Owner's and facility manager's workers at the Site, and other entities working at or adjacent to the Site.

2. Advise other contractors (if any) of schedule for the Work to allow other contractors sufficient time to perform their work that must be performed prior to the Work. Coordinate and communicate with other contractors and other entities when the Work must be performed prior to the work of others and make good-faith efforts to avoid delaying work of others.
 3. Coordination, Inspection, and Observation to Ensure Quality:
 - a. Contractor shall continuously inspect the Work throughout the Project to ensure that the Work complies with the Contract Documents.
 - b. Inspect (including testing, where required or necessary) substrates and surfaces on which the Work will be constructed, applied, adhered, or attached, to ensure substrate and surface conditions are appropriate for providing Work in accordance with the Contract Documents.
 4. Contractor is not responsible for, or liable for, damage or loss unless damage or loss resulted from action, inaction, or negligence of Contractor, or Subcontractor(s), Supplier(s), or other entity for whom Contractor is responsible. This provision does not mitigate or reduce Contractor's responsibility for security for the Work, in accordance with the Contract.
- B. Coordination Meetings:
1. Contractor's Coordination Meetings:
 - a. Schedule, attend, chair, and actively participate in coordination meetings deemed appropriate by Contractor for purposes of coordinating the Work of Contractor's
 - b. Frequency, location, date, time, and duration of Contractor's coordination meetings are at Contractor's discretion. Record and distribute to attendees and other members of Contractor's team a record of topics discussed, decisions made, and other relevant matters at Contractor's coordination meetings.
 - c. Engineer, Resident Project Representative (if any), Owner, and Owner's Site Representative (if any) may attend Contractor's coordination meetings.
- C. Coordination Drawings and Layout Drawings:
1. With the Contract Documents and Shop Drawings, use coordination drawings and layout drawings for coordinating the Work of various trades.
 2. Where such coordination drawings or layout drawings are to be prepared by Subcontractor, maintain required personnel, implements, equipment, and systems at Subcontractor's office and at the Site (as deemed appropriate by Contractor).



PART 2 - PRODUCTS – (NOT USED)

PART 3 - EXECUTION – (NOT USED)

SECTION 013119 – PROJECT MEETINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Preconstruction, progress and other project meetings.

B. Related Sections include but are not necessarily limited to:

1. Division 01 - General Requirements.

1.2 PRECONSTRUCTION MEETING

A. Coordinate with the Owner or Owner's representative a pre-construction conference at a time mutually agreed upon after the contract is awarded, but before any work is performed.

1. The Owner will schedule a meeting of the Owner or Owner's representative, Contractor, Contractor's Subcontractors, and their respective representatives. The pre-construction meeting shall be in person, unless otherwise determined by the Owner.
2. The purpose of the meeting will be to clarify construction contract administration procedures, to establish lines of authority and communication and identify duties and responsibilities of the parties.

B. The Owner will schedule the pre-construction conference after receipt of the Contractor's draft proposed schedule.

C. Suggested Agenda (as required):

1. Procedural and Administrative:

- a. Procedural and Administrative:

1. Designation of roles and personnel.
2. Limitations of authority of personnel, including personnel who will sign Contract modifications and make binding decisions.
3. Subcontractors and Suppliers in attendance.
4. Authorities having jurisdiction.

- b. Procedures for communications and correspondence, including electronic communication protocols.

- c. Copies of the Contract Documents and availability.

- d. The Work and Scheduling:

1. General scope of the Work.
2. Contract Times, including Milestones (if any).
3. Phasing and sequencing.

4. Preliminary Progress Schedule.
5. Critical path activities.
- e. Safety:
 1. Responsibility for safety.
 2. Contractor's safety representative.
 3. Emergency procedures and accident reporting.
 4. Emergency contact information.
 5. Confined space entry permits.
 6. Hazardous materials communication program.
 7. Impact of Project on public safety.
- f. Permits.
- g. Review of insurance requirements and insurance claims.
- h. Coordination:
 1. Coordination of Subcontractors and Suppliers.
 2. Construction coordinator (for projects with multiple prime construction contracts).
 3. Coordination with Owner's operations.
 4. Progress meetings – schedule and frequency.
 5. Coordination meetings.
- i. Submittals:
 1. Current critical Submittals:
 - a. Preliminary Schedule of Submittals.
 - b. Other schedules (Progress Schedule, Schedule of Values).
 - c. Preconstruction photographic documentation.
 - d. List of proposed Subcontractors and Suppliers.
 - e. List of emergency contact information.
 - f. Notice of elements of Contractor's safety program with which Owner or Owner's representative are to comply.
 - g. Site use plan.
 - h. Form of Contractor's site superintendent's daily reports.
 2. Work not eligible for payment without approved or accepted Submittals (as applicable).
 3. Submittal procedures.
 - a. Compliance with accepted Schedule of Submittals.
 - b. Actions required of Contractor prior to furnishing Shop

Drawings and other Submittals

- c. Contractor's Submittal approval stamp required; Contractor's coordination of Submittals.
 - d. Furnishing of Submittals.
 - e. Submittal types and meaning of Owner or Owner's representative's action on each
 - f. Resubmittals—responsibility for, limitations on quantity.
- 4. Identification of initial, critical Shop Drawings and product data.
- 5. Construction photographic documentation.
- j. Substitutes and "Or-Equals":
 - 1. Product options.
 - 2. Procedures for proposing "or-equals".
 - 3. Procedures for proposing substitutes.
- k. Contract Modification Procedures:
 - 1. Requests for interpretation.
 - 2. Written clarifications.
 - 3. Field Orders.
 - 4. Proposal Requests.
 - 5. Change Proposals.
 - 6. Work Change Directives.
 - 7. Change Orders.
 - 8. Differing site conditions or discovery of Hazardous Environmental Condition.
 - 9. Substantiating and documenting Change Proposals and Claims.
 - 10. Claims.
- l. Progress Payment:
 - 1. Preliminary Schedule of Values
 - 2. Procedures for measuring for payment (Unit Price Work).
 - 3. Retainage.
 - 4. Progress payment procedures; documents to accompany Applications for Payment.
 - 5. Payment for stored items not yet installed.
 - 6. Date Owner's payment is due.
- m. Subcontractors and Suppliers:
 - 1. List of proposed Subcontractors and Suppliers; monthly updates.

2. Coordination and management.
 3. Subcontracts and purchase orders.
- n. Testing and Inspections:
 1. Owner-hired and contractor-hired.
 2. Identification of Owner-hired testing entity and special inspectors.
 3. Responsibility for advising testing entity and special inspectors of need for services.
 4. Results of code-required special inspections and tests.
 5. Prompt remedy of apparent defects.
 6. Notice of defective Work.
 7. Remedy of defective Work.
 8. Defective Work not eligible for payment.
 9. Covering up defective Work.
 10. Cost responsibility for defective Work and retesting/re-inspection.
- o. Disposal of demolition materials.
- p. Preliminary discussion of Contract closeout:
 1. Procedures for Substantial Completion.
 2. Partial utilization procedures; property insurance.
 3. Contract closeout requirements.
 4. Correction period; duration of Contractor's general warranty and guarantee.
 5. Duration of bonds and insurance.
2. Authorities Having Jurisdiction (if not covered in a separate meeting):
 - a. Municipal permits required.
 1. Permits required and status.
 2. Inspections for building code official.
 3. Code-required special inspections and tests (if not covered in Administrative and Procedures part of meeting)
 - b. Environmental permits:
 1. Spill prevention control and countermeasures plan (40 CFR 112).
3. Site Mobilization (if not covered in a separate meeting):
 - a. Working days, working hours, and overtime.
 - b. Use of Site and other areas; use of existing facilities.
 - c. Field offices, storage trailers, and staging areas.
 - d. Temporary facilities.

- e. Temporary utilities and limitations on utility use (where applicable).
- f. Utility company coordination (if not done as a separate meeting).
- g. Access to Site, access roads, and parking for construction vehicles.
- h. Traffic controls.
- i. Temporary controls:
 - 1. Erosion and sediment control; storm water pollution prevention plans.
 - 2. Dust control and air pollution control (including emissions control).
 - 3. Water control (storm water, surface water, groundwater).
 - 4. Water pollution control; spill prevention control and countermeasures plan.
 - 5. Solid waste control.
 - 6. Pest control.
 - 7. Other temporary controls.
- j. Storage of materials and equipment to be incorporated into the Work.
- k. Protection of the Work and property; protective barriers.
- l. Field Engineering:
 - 1. Contractor's site superintendent's daily records and submittal requirements.
- m. Site maintenance during the Project:
 - 1. Progress cleaning; removal of trash and debris.
 - 2. Maintenance and cleaning of existing access roads and parking areas.
- n. Restoration
- 4. Next meeting.
- 5. Site visits, as necessary.
- D. The Contractor will compile meeting minutes and electronically distribute copies to all participants.
- E. Suggested Pre-Construction Conference Submittals (as required):
 - 1. The names and telephone numbers of Contractor's Superintendent and Office Manager.
 - 2. List of personnel authorized to sign change orders and receive progress payments.
 - 3. The name, address and telephone numbers of two or more persons employed by the Contractor who can be reached at any time of the day or night to handle emergency matters.

4. A list of all subcontractors that will work on the project, a description of work they will perform, and a contact list for each subcontractor with phone numbers and address.
5. A list of materials suppliers and products over \$1,000.
6. A draft proposed Construction Schedule.
7. Material Safety Data Sheets for all hazardous chemical products to be used by the Contractor on this project.
8. Traffic Control Plan.

1.3 PROGRESS MEETINGS

- A. Bi-Weekly progress meetings will be held in person, at a location determined by the Owner, unless otherwise arranged.
- B. Attendees will include the Owner or Owner's representative, Contractor, subcontractors, and suppliers representatives as may be needed, other Contractors working at the site, and other interested or affected parties.
- C. Preliminary Agenda: Be prepared to discuss in detail the topics indicated below. Revised agenda, if any, will be furnished to Contractor prior to associated progress meeting(s). Progress meeting agenda may be modified by Owner during the Project as necessary.
 1. Review, comment, and amendment (if necessary) of minutes of previous progress meeting.
 2. Review of progress since the previous progress meeting.
 3. Planned progress through next progress meeting.
 4. Review of Progress Schedule:
 - a. Review of the Contract Times; Contractor's ability to comply with Contract Times.
 - b. Identification of critical path activities.
 - c. Schedules for fabrication and delivery of materials and equipment.
 - d. Corrective measures, if necessary, including recovery schedule(s)
 5. Submittals:
 - a. Review status of critical Submittals.
 - b. Review revisions to Schedule of Submittals.
 6. Contract Modifications:
 - a. Requests for interpretation.
 - b. Written clarifications.
 - c. Field Orders.
 - d. Proposal Requests.

- e. Change Proposals.
 - f. Work Change Directives.
 - g. Change Orders.
 - h. Claims.
 - 7. Applications for progress payments:
 - a. Status and deadline for submittal.
 - b. Stored materials and equipment; observation by Owner or Owner's representative or Resident Project Representative (RPR); documents required.
 - c. Set-offs to which Owner is entitled (as applicable).
 - d. Other matters related to progress payments.
 - 8. Problems, conflicts, and observations.
 - 9. Quality standards, testing, and inspections.
 - 10. Coordination between Project participants.
 - 11. Site management issues, including vehicular access and parking, traffic control, security, status of temporary controls and temporary utilities, site maintenance and cleaning, and other Site matters.
 - 12. Safety and protection.
 - 13. Permits.
 - 14. Construction photographic documentation.
 - 15. Record documents status.
 - 16. Completion matters (as appropriate):
 - a. Status of checkout, startup, field quality control activities.
 - b. Status of training of facility O&M personnel and O&M manuals.
 - c. Partial utilization; inspection for Substantial Completion.
 - d. Punch list status (as applicable).
 - e. Other closeout matters (if any).
 - 17. Other business.
 - D. Bring a two-week look ahead schedule to each meeting, including the following items:
 - 1. Work completed last week.
 - 2. Work anticipated for the next two weeks ("Look Ahead").
 - 3. Subcontractors on site the prior week.
 - 4. Subcontractors scheduled on site for the next two weeks.
 - 5. Contract document deficiencies or questions noted during prior week.
 - 6. Anything that could impede the progress of the work or affect the critical path
-

on the project schedule.

7. Corrective measures and procedures planned to regain planned schedule, cost or quality assurance, if necessary.
 8. Report of any accidents, and any site safety issues that need to be addressed.
- E. Other Agenda items to be discussed:
1. Review and revise as necessary and approve minutes of previous meetings.
 2. Status of submittals of equipment and shop drawings.
 3. Identify problems that impede planned progress.
 4. Other current business.
- F. Revision of Minutes:
1. Unless published minutes are challenged in writing prior to the next regularly scheduled progress meeting, they will be accepted as properly stating the activities and decisions of the meeting.
 2. Persons challenging published minutes shall reproduce and distribute copies of the challenge to all indicated recipients of the particular set of minutes.
 3. Challenge to minutes shall be settled as priority item of "old business" at the next regularly scheduled meeting.
- G. Minutes of Meeting:
1. The Contractor will compile minutes of each project meeting and will furnish electronic copies to the Owner or Owner's representative.

1.4 OTHER MEETINGS

- A. Other meetings will be required to facilitate progress of the Work. These include, but are not limited to the following:
1. Pre-Installation Conferences:
 - a. Coordinate and schedule with Owner or Owner's representative for each material, product or system specified.
 1. Conferences to be held prior to initiating installation, but not more than two weeks before scheduled initiation of installation.
 2. Conferences may be combined if installation schedule of multiple components occurs within the same two week interval.
 3. Review manufacturers recommendations and Contract Documents Specification Sections

PART 2 - PRODUCTS – (NOT USED)

PART 3 - EXECUTION – (NOT USED)

SECTION 013216 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Specific requirements for the preparation, submittal, updating, and status reporting of the construction Progress Schedule.

B. Related Specification Sections include, but are not necessarily limited to:

1. Division 01 - General Requirements.

C. Review of the Critical Path Method (CPM) Schedule:

1. The review of the CPM schedules, defined below, is for compliance with the requirements as defined in the contract documents. Contractor is solely responsible for the project's means and methods and delivering the CPM schedule to communicate these detailed plans.
2. The review of the CPM schedule is not intended to be complete or exhaustive or check every activity and its relation to the work.
3. The Owner will provide comments on the CPM schedule compliance with those contract requirements and anomalies that might appear to the Owner.
4. Acceptance of the CPM schedule does not imply that the Owner has approved or accepted the Contractor's means and methods or sequence for performing the work to construct the project.
5. If the Contractor has questions or concerns about comments, the Contractor and Owner shall meet to resolve those issues prior to issuance of future updates or revisions

1.2 DEFINITIONS

A. The following definitions shall apply to this Specification Section:

1. Execution of The Contract: The date the contract is signed by the last party, either the Owner or the Contractor.
2. Working Days: Monday through Friday except holidays, if not defined differently elsewhere in the contract documents.
3. Preliminary Schedule: A schedule showing detailed activity for the first sixty (60) days of the Project, and a general work plan for construction activity from the sixty-first (61st) day until the Contractual Completion Date.
4. Baseline Schedule: The initial detailed Progress Schedule prepared by the Contractor defining its plan for constructing the Project in accordance with the Contract Documents.
5. Schedule Update: The initially accepted Baseline Schedule, or subsequently

approved Revised Baseline Schedules, updated each month to reflect actual start and finish dates of each schedule activity and the remaining duration of activities that began during the period.

6. Current Schedule: The current schedule is either the Baseline Schedule or Revised Baseline Schedule including and incorporating Schedule Updates.
7. Revised Baseline Schedule: The initially accepted Baseline Schedule revised to reflect approved contract change orders and modifications.
8. Recovery Schedule:
 - a. A schedule indicating the Contractor's plan for recovering lost time.
 - b. A recovery schedule will be requested when the Contractor is forecasting at least ten (10) working days or more delays in meeting a contract milestone or the contract completion date.
9. Short Interval Schedule:
 - a. Schedule prepared by the Contractor reflecting the work planned for the coming weeks.
 - b. This is also known as a Look-Ahead Schedule.

1.3 SUBMITTALS

A. Preliminary Schedule:

1. Submittal and review:
 - a. Submit within ten (10) days after Execution of the Contract or the effective date of the contract, whichever is earlier.
 - b. The Owner will review and provide comments to the Contractor within ten (10) working days after receipt of the schedule.
 - c. The Contractor will review and modify the preliminary schedule and return the schedule within five (5) working days. If there are concerns about the comments provided, the Owner and Contractor will meet to review and resolve those concerns.
2. Submittal package:
 - a. Provide a detailed plan for the first sixty (60) days of the project and summary activities of the work to achieve the project milestones.
 - b. CPM time-scaled network diagram:
 1. A printed logic diagram and PDF that include the following information:
 - a. Unique activity number/identifier; numeric, alpha or combination of numeric/alpha.
 - b. Activity description.
 - c. Activity duration.

- d. Early start and early finish for each activity.
 - e. Late start and late finish for each activity.
 - f. Total float (TF) for each activity.
 - g. Predecessor activities.
 - h. Successor activities.
 - i. Bar showing the early start and completion dates of each activity.
2. The activities will be sorted by area, trades, and subcontractors as agreed on with the Owner.
 3. Print the CPM time-scaled network diagram on minimum sheet size of 11 IN x 17 IN.

B. Baseline Schedule:

1. Submittal and review:

- a. Submit within ten (10) days after Execution of the Contract or the effective date of the contract, whichever is earlier.
- b. The Owner shall review the baseline schedule and provide comments to the Contractor within ten (10) working days after receipt of the schedule.
- c. After receiving comments, the Contractor and Owner shall meet to review the comments within five (5) working days.
- d. After the meeting, the Contractor will modify the schedule as agreed and resubmit the baseline schedule within five (5) working days.
- e. After the Owner confirms that the Contractor has made the changes as agreed, the schedule will become the baseline schedule.

2. Submittal package:

- a. CPM time-scaled network diagram:
 1. A printed logic diagram and PDF that include the following information:
 - a. Unique activity number/identifier; numeric, alpha or combination of numeric/alpha.
 - b. Activity description.
 - c. Activity duration.
 - d. Early start and early finish for each activity.
 - e. Late start and late finish for each activity.
 - f. Total float (TF) for each activity.
 - g. Predecessor activities.
 - h. Successor activities.

- i. Cost/budget to complete the work in the activity.
 - j. Resources needed to complete the activity.
 - k. Bar showing the early start and completion dates of each activity.
4. The activities will be sorted by area, trades, and subcontractors as agreed on with the Owner.
5. Format the CPM time-scaled network diagram on minimum sheet size of 11 IN x 17 IN.

C. Schedule Updates:

1. Submittal and Review:
 - a. Provide a Schedule Update on the fourth (4th) of each month after the Baseline Schedule is completed.
 - b. The Owner shall provide comments to the Contractor on the Schedule Update.
 - c. Incorporate the Owner comments into the next Schedule Update.
2. CPM time-scaled network diagram as described for the Baseline Schedule:
 - a. Do not change the description of an activity number.
 3. Any activity added to the schedule shall have a new unique activity number and description.
 4. If activities are deleted, the deleted activity number(s) will not be used again.

D. Recovery Schedule:

1. When the activities on the critical path or the completion milestones appear to be fifteen (15) working days beyond the contract time, the Owner may request a Recovery Schedule demonstrating how the Contractor will recover the lost time so that the Work will be completed within the Contract Time.
 2. Provide the Recovery schedule within ten (10) working days after requested by the Owner.
 3. Activities will be added or the durations modified to reflect the changes to the work.
 4. The Owner will review and provide comments to the Contractor on the Recovery Schedule within five (5) working days.
 5. Incorporate the comments into the Recovery Schedule.
 6. After acceptance by the Owner, the Recovery Schedule use for future Schedule Updates.
 7. CPM time-scaled network diagram as described for the Baseline Schedule:
 - a. Do not change the description of an activity number.
-

3. Any activity added to the schedule shall have a new activity number and description.
 4. If activities are deleted, the deleted activity number(s) will not be used again.
 8. Provide a narrative with an explanation of the changes in logic and/or activity durations.
- E. Short Interval Schedule:
1. Provide a two-week schedule each week during the Contract Time. This schedule can be reviewed at each progress meeting.
 - a. Provide an accurate representation of the work performed the previous week and work planned for the current week and subsequent week.
 2. Provide in a tabular format with bars or other graphic representing work duration.
 - a. Reference activity ID numbers on the Baseline, Revised Baseline, or Updated Schedule, whichever is being currently used.
 - b. Note by color, highlight or underscore all activities on the critical path.
 3. Identify inspection hold points including special inspections needed before the Contractor can move forward with the work.
 4. Identify the day materials provided by the Owner or others needed on site.
 5. Identify utility tie-ins and traffic changes including road and/or lane closures.

1.4 GENERAL REQUIREMENTS

- B. Prepare and submit construction progress schedules as specified herein.
1. Develop and maintain Baseline, Updates and Recovery schedules using Microsoft Project or equal as approved by the Owner.
 2. Reference the Contract Drawings for specific schedule requirements.
 3. Include the following information:
 - a. Construction start dates (Award date, Notice(s) to Proceed date).
 - b. Procurement activities.
 - c. Preparation of key submittals for materials and equipment.
 - d. Owner or Owner's representatives review and approval of key submittals.
 - e. Material and equipment fabrication lead times.
 - f. Material and equipment deliveries for Contractor, Owner and third parties.
 - g. Water curing of concrete after placement for all structures.
 - h. Shutdowns.
 - i. Traffic changes and closures.
 - j. Inspections and hold points.
 - k. Contract milestones:
 3. Intermediate milestones.
 4. Substantial Completion Date.
 5. Physical Completion Date.
 4. The following CPM schedule outputs will be rejected without further review:
 - a. Schedules indicating the start of the critical path at a date point or activity beyond the date of Notice to Proceed, or schedules indicating a discontinuous critical path from Notice to Proceed to Contract completion.
 - b. Schedules defining critical activities as those on a path or paths having some minimum value of float.
 - c. Schedules with multiple critical paths.
 - d. Schedules indicating a completion date beyond the contractual completion date.
- C. The number of activities shall be sufficient to assure adequate planning of the project, to permit monitoring and evaluation of progress, and to do an analysis of time impacts.
1. Work activities shall not exceed durations of ten (10) days or two weeks.

- a. Procurement and fabrication activity durations may exceed ten (10) days or two weeks.
2. Schedule activities shall include the following:
 - a. A clear and legible description.
 - b. At least one predecessor and one successor activity, except for project start and finish milestones.
- D. Early Completion Schedule:
 1. Contractor may show early completion time on any schedule provided that the requirements of the contract are met.
 2. Contractor may increase early completion time by improving production, reallocating resources to be more efficient, performing sequential activities concurrently or by completing activities earlier than planned.
 3. Any time between the Contractor's early completion and the Contract Time will be considered float.
- E. Plan working durations to incorporate the effects of normal weather impacts.
- F. Float:
 1. The project owns the float, therefore neither the Owner nor the Contractor has exclusive use of the float; the float can be used by either party.
 2. Once float is used, liability for delay of the project completion date rests with the party actually causing delay to the project completion date.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION - (NOT USED)

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Mechanics and administration of the submittal process for:
 - a. Shop Drawings.
 - b. Samples.
 - c. Informational submittals.
2. General content requirements for Shop Drawings.

B. Related Specification Sections include but are not necessarily limited to:

1. Division 01 - General Requirements.
2. Technical Specification Sections identifying required submittals.

1.2 DEFINITIONS

A. Action Submittals:

1. Action Submittals require an explicit, written approval or other appropriate action by Owner or Owner's representative before Contractor may release the associated item(s) for raw materials procurement, fabrication, production, and shipment.
2. Unless otherwise indicated in the Contract Documents, Action Submittals include the following:
 - a. Shop Drawings.
 - b. Product data.
 - c. Samples.
 - d. Testing plans for quality control activities required by the Contract Documents.
 - e. Delegated Designs: Design drawings, design specifications, calculations, reports, and other instruments of service sealed and signed by design professional retained by Contractor, Subcontractor, or Supplier for a portion of the completed Work as part of the completed Project. Owner or Owner's representative's approval or other appropriate action on such delegated design Submittals will be only for the limited purposes set forth in the Agreement general conditions.

B. Informational Submittals:

1. Informational Submittals are Submittals, other than Action Submittals, required by the Contract Documents. Explicit response from Owner or Owner's representative is not required when such Submittal is acceptable. When Informational Submittal does not indicate full compliance with the Contract Documents, Owner or Owner's representative will indicate the non-compliance in a written response to Contractor.
2. Representative types of informational submittal items include but are not limited to:
 - a. Manufacturer's installation certification letters.
 - b. Warranties.
 - c. Service agreements.
 - d. Construction photographs.
 - e. Survey data.
 - f. Work plans.
 - g. Shop Drawings, product data, Samples, and testing plans, submitted as a requirement of delegated designs, bearing the Submittal approval stamp of associated design professional retained by Contractor, Subcontractor, or Supplier.
3. For-Information-Only submittals upon which the Owner or Owner's representative is not expected to conduct review or take responsive action may be so identified in the Contract Documents.

1.3 SUBMITTAL SCHEDULE

A. Schedule of Shop Drawings:

1. Submitted and approved within five (5) days of receipt of Notice to Proceed.
2. Account for multiple transmittals under any specification section where partial submittals will be transmitted.

B. Shop Drawings: Submittal and approval prior to ten (10) percent completion of project.

C. Informational Submittals:

1. Reports and installation certifications submitted within seven (7) days of conducting testing, installation, or examination.
2. Submittals showing compliance with required qualifications submitted twenty (20) days prior to any work beginning using the subject qualifications.

D. The submittal schedule shall include the following columns as a minimum:

Submittal Section	Submittal Description	Planned Submittal Date	Submittal Need Date	Actual Submittal Date	Actual Return Date	Disposition

1.4 PREPARATION OF SUBMITTALS

A. General:

1. All submittals and all pages of all copies of a submittal shall be completely legible.
2. Submittals which, in the Owner or Owner's representative's sole opinion, are illegible will be returned without review.
3. Minimize extraneous information for equipment and products not relevant to the submittal.
4. Contractors or vendors written comments on the submittal drawings shall be in green

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION - (NOT USED)



SECTION 016100 – COMMON PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Common requirements for materials and equipment.
2. Compatibility of materials and equipment.

1.2 REQUIREMENTS FOR MATERIALS AND EQUIPMENT

A. Unless otherwise indicated in the Contract Documents, furnish materials and equipment that:

1. Have not been previously been incorporated into another project or facility; and
2. Have not changed ownership after initial shipment from the manufacturer's factory or facility; and
3. If stored since their manufacture or fabrication, have, while in storage, been properly maintained and serviced in accordance with the manufacturer's recommendations for long- term storage; submit documentation as required by Owner or Owner's representative that such maintenance and service has been performed; and
4. That the item(s) have not been subject to degradation or deterioration since manufacture; and
5. Are the current model(s) or type(s) furnished by the Supplier.

B. To the extent possible, furnish from a single source those materials and equipment that are of the same generic kind.

C. Furnish materials and equipment complete with accessories, trim, finish, fasteners, and other items shown, indicated, or required for a complete installation for the indicated use and performance.

D. Standard Items: When available, and unless custom or nonstandard options are specified or indicated, furnish standard materials and equipment of types that have been produced and used successfully in similar situations on other projects.

E. Visual Matching: Where required in the Contract Documents, furnish materials and equipment that match (as determined by Owner or Owner's representative) referenced existing construction, and mock-ups and Sample(s) approved by Owner or Owner's representative.

1.3 COMPATIBILITY

A. Similar materials and equipment by the same Supplier shall be compatible with each other, unless otherwise indicated in the Contract Documents or approved by Owner or Owner's representative.



- B. Furnish materials and equipment compatible with items previously selected or installed on the Project.
 - 1. If disagreement arises between contractors over concurrently-selectable but incompatible materials or equipment, Owner or Owner's representative will determine items to be used in accordance with the Contract Documents.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION - (NOT USED)

SECTION 016550 - PRODUCT DELIVERY, STORAGE, AND HANDLING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Scheduling of product delivery.
2. Packaging of products for delivery.
3. Protection of products against damage from:
 - a. Handling.
 - b. Exposure to elements or harsh environments.

B. Payment:

1. No payment will be made to Contractor for equipment or materials not properly stored and insured or without approved Shop Drawings.
 - a. Previous payments for items will be deducted from subsequent progress estimate(s) if proper storage procedures are not observed.

1.2 DELIVERY

- A. Scheduling: Schedule delivery of products or equipment as required to allow timely installation and to avoid prolonged storage.
- B. Packaging: Deliver products or equipment in manufacturer's original unbroken cartons or other containers designed and constructed to protect the contents from physical or environmental damage.
- C. Identification: Clearly and fully mark and identify as to manufacturer, item, and installation location.
- D. Protection and Handling: Provide manufacturer's instructions for storage and handling.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION

3.1 PROTECTION, STORAGE AND HANDLING

A. Manufacturer's Instruction:

1. Protect all products or equipment in accordance with manufacturer's written directions.
 - a. Store products or equipment in location to avoid physical damage to items while in storage.
 - b. Handle products or equipment in accordance with manufacturer's recommendations and instructions.

2. Protect equipment from exposure to elements and keep thoroughly dry.

3.2 FIELD QUALITY CONTROL

A. Inspect Deliveries:

1. Inspect all products or equipment delivered to the site prior to unloading.

- a. Reject all products or equipment that are damaged, used, or in any other way unsatisfactory for use on Project.

- #### B. Monitor Storage Area: Monitor storage area to ensure suitable temperature and moisture conditions are maintained as required by manufacturer or as appropriate for particular items.

SECTION 017133 - PROTECTION OF THE WORK AND PROPERTY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. General requirements for protecting the Work and property, including:
 - a. Accessing or entering property.
 - b. Temporary barricades and temporary warning lights and signs.
 - c. Responsibility to remedy damaged property.
 - d. Protecting natural habitats, including trees, plants, lawns and meadows, and wildlife.
 - e. Protecting Underground Facilities.
 - f. Protecting existing surface structures.
 - g. Protecting floors, walls, and roofs.
 - h. Protecting other installed items and landscaping.

B. Scope:

1. This Section augments requirements of the Agreement general conditions regarding protection of the Work and property, including Underground Facilities.
2. Contractor shall provide all labor, materials, equipment, tools, services, and incidentals necessary and required for protecting the Work and property in accordance with the Contract Documents.

C. Related Requirements: Include, but are not necessarily limited to:

1. Section 01 65 50 - Product Delivery, Storage, and Handling.

1.2 PROTECTION – GENERAL

- A. Contractor shall provide all precautions and programs and perform all actions necessary to protect personnel health and safety, and to protect the Work and all public and private property and facilities from damage, in accordance with the Contract Documents, Laws and Regulations, and other applicable requirements.
- B. To prevent damage, injury, and loss, Contractor's actions shall include the following:
 1. Providing measures for safety of all personnel at and adjacent to the Site, whether engaged in performing the Work, operating or maintaining the facility, or performing other functions for Owner or others.

2. Storing construction equipment, machinery, tools, and similar items, materials and equipment to be incorporated into the Work, supplies, and other items in an orderly, safe manner that does not unduly interfere with progress of the Work or work of others, including Owner and facility manager (if other than Owner).
3. Suitably storing materials and equipment to be incorporated into the Work, in accordance with the Contract Documents, including Section 01 65 50 - Product Delivery, Storage, and Handling.
4. Placing upon the Work or any part thereof only loads consistent with the safety and integrity of that portion of the Work and existing construction and facilities.
5. Frequently removing and disposing of rubbish, scrap materials, and debris, in accordance with the Contract Documents.

PART 2 - PART 2 - PRODUCTS

2.1 TEMPORARY BARRICADES

A. A. Materials and Construction:

1. Temporary barricades shall be of materials that are either new or of good quality and sufficient for the intended purpose, exposure, and duration of use.
2. Provide temporary barricades of sturdy materials of grade, thickness, and durability sufficient for the probable loads to which they will be subject. Temporary barricades intended for fall prevention, such as railings and handrails on temporary stairs and temporary walkways and at openings, shall be in accordance with Laws and Regulations, including the applicable building and safety codes.
3. Color: Use appropriately colored and reflective barricades, or paint barricades accordingly, to be visible at night and during periods of low visibility.
4. Where owner of transportation right-of-way or transportation facility having jurisdiction or other authority having jurisdiction requires compliance with standards more stringent than the Contract Documents, comply with both the Contract Documents and requirements of the authorities having jurisdiction.

PART 3 - EXECUTION

3.1 ACCESSING OR ENTERING PROPERTY

A. Accessing or Entering Property – General:

1. Use and occupy only lands and easements furnished by Owner, unless appropriate consent from property owner and occupants is obtained by Contractor.

2. The foregoing applies to personnel, construction equipment and machinery, tools, vehicles, materials or equipment to be incorporated into the Work, supplies, temporary facilities, and other items or obstructions.
3. Limitations on accessing the Site are indicated as follows: Access hours are 7 a.m. to 5 p.m. daily, Monday through Friday, except holidays, or as otherwise specified in the contract documents.

3.2 BARRICADES

A. Temporary Barricades and Temporary Warning Lights and Signs – General:

1. All Work Areas:
 - a. Provide temporary barricades, warning lights, and warning signs for both indoor and outdoor Work, in accordance with Laws and Regulations and requirements of owners of affected property and facilities.
 - b. Warning Lights and Signage: From 30 minutes before terrestrial sunset to 30 minutes after terrestrial sunrise, provide and maintain not less than one temporary flashing light at each vehicle barricade and at other barriers and barricades as necessary.
 - c. Promptly replace temporary barricades that are damaged or are otherwise no longer capable of serving their intended function.
2. Where the Work is performed on or adjacent to roadway, access road, other area travelled by motor vehicles, railroad, or similar transportation right-of-way, or public place:
 - a. Provide temporary barricades, temporary fences, temporary guard rails, temporary lights and warning signs, temporary danger signals, and other precautions for protecting persons, property, vehicles, and the Work.
 - b. Provide sufficient temporary barricades to keep vehicles from being driven on or into excavations and the Work under construction.
3. Temporary Barriers for Areas Not Subject to Vehicular Traffic:
 - a. Provide temporary barriers around:
 1. Openings.
 2. Scaffolding.
 3. Temporary stairs and ramps.
 4. Around excavations.
 5. Around elevated walkways, slabs, and platforms.
 6. Other areas that may present a fall-hazard or hazard to persons and property.

- b. Provide appropriate temporary barriers, warning signs and, where necessary, warning lights, at ground level and other low elevations, and at higher elevations. Protect persons and property from fall-hazards and protect persons and property at lower elevations from falling objects.
- 4. Duration of Temporary Barriers, Barricades, Signs, and Warning Lights:
 - a. Contractor's responsibility for maintaining temporary barriers, barricades, signs, warning lights shall continue until the associated Work is substantially complete in accordance with the Contract Documents, unless other provision for protection are agreed to by the parties.
 - b. After Substantial Completion, protect Work and property during periods when Contractor is onsite: completing the remaining Work, performing correction period work, and performing warranty work.

3.3 RESPONSIBILITY TO REMEDY DAMAGED PROPERTY

A. Contractor to Remedy Damage:

- 1. Contractor has full responsibility for preserving public and private property and facilities on and adjacent to the Site.
- 2. Direct or indirect damage done by, or on account of, any act, omission, neglect (including inadvertent acts), or misconduct by Contractor (including any person or entity for whom contractor is responsible) in performing the Work, shall be promptly remedied by Contractor, at Contractor's expense, in accordance with the Contract Documents.
- 3. If the Contract Documents do not show or indicate the required restoration, or remedy, restore or remedy the damage to condition equal or better than that existing before damage was done.

B. Owner May Remedy:

- 1. Should Contractor fail to protect and safeguard property and the Work after requests from Owner or Owner's representative, Owner reserves the right to implement measures to protect property and the Work.
- 2. Cost of such Owner-implemented measures shall be paid by Contractor. Owner may deduct from payments due Contractor such amounts as set-offs in accordance with the Contract Documents.
- 3. Such right, however, does not obligate Owner or Owner's representative to continuously monitor or have responsibility for protection of property and the Work, which responsibility is exclusively Contractor's.

4. In exercising its rights under this provision, Owner will endeavor to give Contractor sufficient notice to allow Contractor to remedy the damage or defect within a reasonable time. However, if Owner or Owner's representative deems that the situation requires prompt remedy, Owner may act as quickly as Owner deems appropriate, without infringing on or mitigating Owner's rights under this provision and elsewhere in the Contract Documents

3.4 PROTECTION OF EXISTING SURFACE STRUCTURES

A. Surface Structures – General:

1. Surface structures are existing buildings, structures, and other facilities at or extending above ground surface, including their foundations and any extension below ground surface. Surface structures include, but are not limited to, buildings, tanks, walls, bridges, roads, dams, channels, open drainage routes, exposed piping and utilities, poles, exposed wires and cabling, posts, signs, markers, curbs, walks, fencing, and other facilities visible at or above ground surface.
2. Protect surface structures as necessary and promptly remedy damage and defects resulting or arising from Contractor's operations. Unless expressly shown or indicated otherwise in the Contract Documents, protect such items regardless of whether shown or indicated on the Drawings or elsewhere in the Contract Documents.
3. Protection of Overhead Utilities:
 - a. Protect visible overhead utilities, including electrical power, communications, and piped utilities, and related supports, regardless of whether such items are shown or indicated in the Contract Documents.
 - b. When required by the Contract Documents or when acceptable to owner of such utility or facility, temporarily relocate overhead utilities or facilities as necessary to perform the Work.
 - c. Provide temporary barriers, barricades, and warning signs identifying overhead utilities within reach of Contractor's construction equipment, machinery, or operations.

B. Temporary Removals of Surface Structures:

1. Existing surface facilities, including but not limited to guard rails, handrails, posts, guard cables, signs, poles, markers, curbs, and fencing, that are temporarily removed to facilitate the Work shall be replaced and restored promptly after the associated Work is performed.

2. Replace and restore such items in accordance with the Contract Documents. If not addressed in the Contract Documents, replace and restore such items to preconstruction condition or better.
3. Remedy damage to all items temporarily removed and later replaced and restored.
4. All such temporary relocations, replacement, and restoration is at Contractor's cost.

C. Protection of Surface Structures:

1. Sustain in their original location and protect from direct and indirect injury all surface structures located within or adjacent to the Site. Such sustaining and supporting shall be done carefully and as required by the party owning or controlling such structure or facility.
2. Before proceeding with the Work of sustaining and supporting such structure or facility, Contractor shall, upon Owner or Owner's representative's request, promptly satisfy Owner or Owner's representative that methods and procedures to be used have been approved by party owning the surface structure or facility.
3. Regardless of approval or acceptance by Owner or Owner's representative of property, structure, or facility, responsibility for protecting the Work and property is solely Contractor's.

3.5 PROTECTION OF FLOORS, WALLS, AND ROOFS

A. Protection of Floors, Walls, and Roofs – General:

1. Use proper protective covering when moving equipment, handling materials or other loads, when painting, handling mortar or grout, and when cleaning walls, ceilings, or structure contents.
2. Use metal pans to collect oil and cuttings from piping, conduits, and rod threading machines, and under metal cutting machines.
3. Maintain at the Site and use spill kits and absorbent pads for remedying spills.
4. Do not load concrete floors less than twenty eight (28) days after concrete placement without Owner or Owner's representative's written permission.
5. Do not load slabs, floors, walls, or roofs in excess of design loading.
6. Do not load roofs without Owner or Owner's representative's written permission.
7. Restrict access to roofs, and keep Contractor's workers and personnel off existing roofs, except as necessary for the Work.

8. If access to roofs is necessary, roofing, parapets, openings, and all other construction on or adjacent to roof shall be protected with suitable plywood, barricades, or other appropriate means.

3.6 PROTECTION OF INSTALLED MATERIALS, EQUIPMENT, AND LANDSCAPING

A. General:

1. Protect existing facilities and installed Work to prevent damage from subsequent operations.
2. Remove protective items when no longer needed, prior to Substantial Completion of the associated Work.
3. Where work will continue in adjacent area(s) after Substantial Completion of a portion of the Work, protect the substantially completed Work until all work in the area is complete.

B. Control traffic (foot traffic, wheeled items such as carts, vehicles, and other traffic) to prevent damage to equipment, materials, and surfaces.

C. Coverings:

1. Provide temporary coverings to protect materials and equipment from damage.
2. Cover: projections, wall corners and jambs, sills, and soffits of openings, in areas used for traffic and for passage of materials and equipment in subsequent work.
3. Fasten protective items without harming the Work. Use tape or adhesives that do not leave residue when removed.

SECTION 017329 – CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. General requirements for cutting and patching Work.

B. Scope:

1. Contractor shall perform cutting and coring, and rough and finish patching of holes and openings in existing construction.
2. Provide cutting, coring, fitting, and patching, including attendant excavation and fill, required to complete the Work, and to:
 - a. Remove and replace defective Work;
 - b. Remove samples of installed Work as specified or required for testing;
 - c. Remove construction required to perform required alterations or additions to existing construction;
 - d. Uncover the Work for Owner or Owner's representative's observation of covered Work, testing, or inspection by testing entities, or observation by authorities having jurisdiction;
 - e. Connect to completed Work not performed in proper sequence;
 - f. Remove or relocate existing utilities and piping that obstruct the Work in locations where connections are to be made;
 - g. Make connections or alterations to existing or new facilities.

1.2 SUBMITTALS

A. Action Submittals: Submit the following:

1. Cutting and Patching Request:
 - a. Submit written request to Owner or Owner's representative, well in advance of executing cutting or alteration that affects one or more of the following:
 1. Design function or intent of Project.
 2. Work of Owner or other contractors retained by Owner.
 3. Structural capacity or integrity of an element of the Project, building, or structure.
 4. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 5. Efficiency, operational life, maintenance, or safety of operational elements.

6. Visual qualities of elements that will be exposed to view after completion of the Work.
- b. Request shall include:
 1. Identification of Project and Contract designation.
 2. Description of affected Work of Contractor and work of others (if any) retained by Owner.
 3. Necessity for cutting.
 4. Effect on work or operations of Owner and other contractors (if any) retained by Owner, and on structural and weatherproof integrity of Project, building, or structure.
 5. Description of proposed Work, indicating: scope of cutting and patching; trades that will execute the cutting and patching Work; materials and equipment to be used; extent of refinishing; schedule of operations; alternatives (if any) to cutting and patching, and net effect on aesthetics following completion of finishing Work.
 6. Indication of entity responsible for cost of cutting and patching, when applicable.
 7. Written permission of other prime contractors (if any) whose work will or may be affected.
2. Recommendation Regarding Cutting and Patching:
 - a. Should conditions of work or schedule indicate a change of materials or specified methods, submit written recommendation to Owner or Owner's representative including:
 1. Conditions indicating change.
 2. Recommendations for alternative materials or alternatives to specified methods.
 3. Material manufacturer's printed recommendations for the proposed product and recommendations of manufacturer's technical representative for the specific application(s). The latter shall be on technical representative's letterhead and shall explicitly indicate the Project and specific cutting and patching application(s) to which the recommendation(s) apply.
 4. Items required with request for approval of substitute, in accordance with the substitution request requirements of the Contract Documents.

3. Product Data:
 - a. Submit manufacturer's published data for the protective compound to be applied to core-drilled surfaces and cut concrete surfaces.
 - b. When not required under other Specifications sections, submit manufacturer's published data on materials to be used for finishing around the cut or patched area(s), together with indication of the location(s) where each is proposed for use.
- B. Informational Submittals: Submit the following:
 1. Written Notification of Cutting and Patching:
 - a. Furnish as a Submittal written indication designating the day and time that the construction associated with cutting and patching will be uncovered to allow for observation. Do not begin cutting or patching operations until submittal is accepted by Owner or Owner's representative.
 2. X-ray Investigations:
 - a. Proposed method of investigation. Submit and obtain Owner or Owner's representative's acceptance prior to performing x-ray inspections.
 - b. Report of x-ray evaluation of slabs, floors, and walls to be cut or core-drilled.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Materials – General:
 1. Provide materials that comply with the Contract Documents.
 2. If not shown or indicated in the Contract Documents, use materials identical to existing materials affected by cutting and patching Work.
 3. For exposed surfaces, use materials that visually match existing adjacent surfaces to fullest extent possible. If identical materials are unavailable or cannot be used, provide materials whose installed performance will equal or surpass that of existing materials.
 4. Replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, using materials that do not void required or existing warranties.
- B. Compound Applied to Core-Drilled Surfaces and Cut Concrete Surfaces:
 1. After core-drilling or sawcutting (as applicable) and before installing the utility or equipment through the penetration, coat exposed concrete and exposed steel with solvent- free, two-component, protective, epoxy resin coating.

2. Color shall approximate the finish color of the existing surface to be coated.
 3. Product and Manufacturer: Subject to compliance with the Contract Documents, the following products and manufacturers are acceptable:
 - a. Sikagard 62, by Sika Corporation.
 - b. Or equal.
- C. Grout Materials:
1. Color shall approximate the finish color of the existing surface to be coated.
 2. Product and Manufacturer: Subject to compliance with the Contract Documents, the following products and manufacturers are acceptable:
 - a. SikaGrout 212, by Sika Corporation.
 - b. Or equal.
- D. Epoxy Bonding Adhesive:
1. Provide two-component, moisture-insensitive adhesive manufactured for the purpose of bonding fresh concrete to hardened concrete.
 2. Product and Manufacturer: Subject to compliance with the Contract Documents, the following products and manufacturers are acceptable:
 - a. Euco No.452 MV by Euclid Chemical Co.
 - b. Sikadur 32, Hi-Mod by Sika Corporation.
 - c. Or equal.
- E. Epoxy Patch Material:
1. Engage the manufacturer's representative to observe and recommend a suitable patching material of the actual construction conditions.
 2. Subject to compliance with the Contract Documents, the following products and manufacturers are acceptable:
 - a. Depth of patch greater than 3/4 IN:
 1. Five Star MP Epoxy Patch.
 2. Sikadur 31 Hi-Mod Gel by Sika Corporation
 3. Or equal.
 - b. Depth of patch between 1/8 IN and 3/4 IN:
 1. Five Star Fluid Epoxy
 2. Sikadur 35 Hi-Mod LV by Sika Corporation
 3. Or equal

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examination and Assessment – General:

1. Examine surfaces to be cut or patched, and conditions under which cutting or patching will be performed before starting cutting or patching Work.
2. Report unsatisfactory or questionable conditions to Owner or Owner's representative in writing.
3. Do not proceed with cutting or patching Work until unsatisfactory conditions are corrected.

B. Non-Destructive Investigation:

1. In advance of cutting or coring through existing slabs or walls, use x-ray or other non- destructive methods accepted by Owner or Owner's representative to determine location of reinforcing steel, electrical conduits, and other items embedded in slabs and walls.
2. Submit to Owner or Owner's representative written report of findings of evaluation.
3. Perform x-ray investigation and submit results to Owner or Owner's representative sufficiently in advance of cutting Work to allow time to identify and implement alternatives, if changes to the Work are necessary because of conduit or other features in floor or wall.

3.2 PREPARATION

A. Provide temporary support required to maintain structural integrity of facilities, to protect adjacent work from damage during cutting, and to support the element(s) to be cut.

B. Protection of Existing Construction during Cutting and Patching:

1. Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project and facility that will be exposed during cutting and patching operations.
2. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
3. Do not cut existing pipe, conduit, ductwork, or other utilities serving facilities scheduled to be removed or relocated until provisions have been made to bypass them.

3.3 CUTTING AND PATCHING – GENERAL

A. Perform cutting and coring in such manner that limits extent of patching required.

B. Structural Elements:

1. Do not cut or patch structural elements in a manner that would change the element's structural load-carrying capacity as load deflection ratio.
- C. Operating Elements:
 1. Do not cut or patch operating elements in a manner that would reduce their capacity to perform as intended.
 2. Do not cut or patch operating elements or related components in a manner that would increase maintenance requirements or decrease operational life or safety.
- D. Replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, using methods that do not void required or existing warranties.
- E. Provide adequate temporary covering over openings (whether cut or core-drilled) where not in use. Avoid creating tripping hazards for openings provided in floors and slabs.

3.4 CORING

- A. Use core-drilling to make penetrations through concrete and masonry walls, slabs, or arches, unless otherwise accepted by Owner or Owner's representative in writing.
- B. Coring:
 1. Perform coring with non-impact rotary tool using diamond core-drills. Size holes for pipe, conduit, sleeves, equipment or mechanical seals, as required, to be installed through the penetration.
 2. Do not core-drill through electrical conduit or other utilities embedded in walls or slabs without approval of Owner or Owner's representative. To the extent possible, avoid cutting reinforcing steel in slabs and walls.
- C. Protection:
 1. Protect existing equipment, utilities, and adjacent areas from water and other damage caused by or resulting from core-drilling operations.
 2. After core-drilling and before installing the utility or equipment through the penetration, coat exposed concrete and steel with protective coating material indicated in Paragraph 2.1.B of this Specification Section. Apply protective coating in accordance with manufacturer's instructions.
- D. Cleaning:
 1. After core-drilling, vacuum or otherwise remove slurry and tailings from the work area

3.5 PATCHING

- A. Patching – General:
 1. Where concrete infill or grout repair materials are not used, patch using epoxy patch material indicated in Paragraph 2.1.D of this section unless otherwise

indicated on Drawings.

2. Patch construction by filling, repairing, refinishing, closing-up, and similar operations following performance of other Work.
3. Patch with durable seams that are as inconspicuous as possible. Provide materials and comply with installation requirements indicated in the Contract Documents and the published installation instructions of the material's manufacturer.
4. Patch to provide airtight and watertight connections to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
5. Where feasible, test patched areas to demonstrate integrity of installation.

B. Restoration:

1. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in manner that eliminates evidence of patching and refinishing.
2. For continuous surfaces, refinish to nearest intersection.
3. For an assembly, refinish the entire unit that was patched.
4. Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

3.6 CLEANING

A. Cleaning and Restoration:

1. Perform cleaning promptly after associated cutting, coring, and patching.
2. Clean areas and spaces where cutting, coring, or patching were performed.
3. Clean piping, conduit, and similar constructions before applying paint or other finishing materials.
4. Restore damaged coverings of pipe and other utilities to original condition.

SECTION 017400 – CLEANING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Requirements for keeping the Site free of accumulations of waste materials during construction (“progress cleaning”).
2. Cleaning for Substantial Completion and prior to final inspection (collectively, “closeout cleaning”).

B. Scope:

1. Contractor shall perform cleaning during the Project, including progress cleaning, as condition precedent to Substantial Completion, upon completion of the Work, and as required by the Agreement general conditions, and elsewhere in the Contract Documents.
2. Maintain in a clean manner the Site, the Work, and areas adjacent to or affected by the Work.

1.2 QUALITY ASSURANCE

A. A. Referenced Standards:

1. National Fire Protection Association (NFPA):
 - a. 241, Safeguarding Construction, Alteration, and Demolition Operations.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

A. Progress Cleaning – General:

1. Clean the Site, work areas, and other areas occupied by Contractor not less than weekly. Dispose of waste materials in accordance with the Agreement general conditions and the following:
 - a. Comply with NFPA 241 for removing combustible waste materials and debris.
 - b. Do not hold non-combustible materials at the Site more than three (3) days if the ambient air temperature is expected to rise above 80 deg F. When ambient air temperature is less than 80 deg F, dispose of non-combustible materials within seven (7) days of their generation.
 - c. Provide suitable containers for storage of waste materials and debris. Avoid generation of odors and creation of nuisances.

- d. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately.

B. Progress Cleaning – Site:

1. Keep outdoor, dust-generating areas wetted down or otherwise control dust emissions.
2. Not less than weekly, brush-sweep roadways and paved areas at the Site and adjacent areas used by construction vehicles or otherwise affected by construction activities.

C. Progress Cleaning – Work Areas:

1. Clean areas where the Work is in progress to maintain an extent of cleanliness necessary for proper execution of the Work and safety of personnel.
2. Remove liquid spills promptly. Where spills may have harmful effects on health, safety, protection of facilities, or the environment, immediately report spills to Owner or Owner's representative, and authorities having jurisdiction, in accordance with the Contract Documents and Laws and Regulations.
3. Where dust would impair proper execution of or quality of the Work, broom-clean or vacuum entire work area, as necessary.
4. Concealed Spaces: Remove waste material and debris from concealed spaces before enclosing the space.

D. Progress Cleaning – Installed Work:

1. Keep installed Work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of installed materials and equipment, using only cleaning agents and methods specifically recommended by material or equipment Supplier.
2. If Supplier does not recommend specific cleaning agents or methods, use cleaning agents and methods that are not hazardous to health and property and that will not damage or mar exposed surfaces.

E. Progress Cleaning – Exposed Surfaces:

1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration until Substantial Completion.

F. Progress Cleaning – Cutting and Patching:

1. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, trailings and cuttings, and similar materials.
2. Comply with Section 01 73 29 - Cutting and Patching, regarding cleaning during and after cutting and patching Work.

3. Thoroughly clean piping, ductwork, conduits, and similar features before applying patching material, paint, or other finishing materials.
4. Restore damaged insulation and coverings on piping, cutwork, and similar items to its pre- construction condition.

G. Waste Disposal:

1. Properly dispose of waste materials (including surplus materials, debris, rubbish, and other waste) off the Site.
 - a. Coordinate with Owner for alternate disposal provisions.
2. Do not burn or bury waste materials at the Site.
3. Remove waste material and rubbish from excavations before backfilling.
4. Do not discharge volatile or hazardous substances, such as mineral spirits, oil, or paint thinner, into storm sewers, gutters, sanitary sewers, or other location in the environment. Dispose of such materials in accordance with Laws and Regulations.
5. Do not discharge wastes to surface waters, drainage routes, or groundwater.
6. Contractor is solely responsible for complying with Laws and Regulations regarding storing, transporting, and disposing of waste generated by Contractor's operations or brought to the Site by Contractor.

H. During handling and installation of materials and equipment, clean and protect construction in progress and adjoining materials and equipment already in place. Apply protective covering where necessary or required for protection from damage or deterioration, until Substantial Completion.

I. Clean completed construction as frequently as necessary throughout the construction period.

3.2 CLOSEOUT CLEANING

A. Complete the following prior to requesting inspection for Substantial Completion:

1. Clean and remove from the Site waste material (including rubbish and debris) and other foreign and undesirable items and substances.
2. Sweep broom-clean paved areas suitable for access by vehicles.
3. Remove spills and stains or petroleum, oils, solvents, other chemicals, and other foreign and undesirable deposits.
4. Hose-clean sidewalks and loading areas.
5. Surface waterways and drainage routes (including storm sewers, gutters, and ditches) shall be open and clean.

6. Repair pavement, roads, sod, and other areas affected by construction operations and restore to specified condition; if condition is not specified, restore to preconstruction condition.
 7. Clean exposed exterior and interior hard-surfaced finishes to dirt-free condition, free of spatter, grease, stains, fingerprints, films, and similar foreign and undesirable substances.
 8. Remove waste material and surface dust from limited-access spaces, including roofs, plenums, shafts, trenchway, equipment vaults, manholes, and similar spaces.
 9. In unoccupied spaces, sweep concrete floors broom-clean.
 10. Remove non-permanent tags and labels.
 11. Surface Finishes:
 - a. Touch-up and otherwise repair and restore chipped, scratched, dented or otherwise marred surfaces to specified finish and match adjacent surfaces.
 - b. Do not paint over “UL” or similar labels, including mechanical and electrical nameplates.
 12. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint, and mortar droppings, and other foreign or undesirable substances.
 13. Clean plumbing fixtures to sanitary condition, free of stains, including stains resulting from water exposure.
 14. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 15. Leave the Site clean, and in neat, orderly condition, satisfactory to Owner or Owner’s representative.
- B. Complete the following prior to requesting final inspection:
1. After Substantial Completion of all the Work, following completion of items of incomplete or damaged Work (“punch list Work”), clean “punch list Work areas in accordance with Paragraph 3.2.A of this Specifications Section.
 2. Remove field offices, Contractor’s storage sheds, and remaining stockpiles and clean all such areas in accordance with Paragraph 3.2.B of this Specifications Section, and in accordance with Contract Documents for landscaping and restoration.

SECTION 017719 – CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Administrative and procedural requirements for:

1. Substantial Completion.
2. Final inspection.
3. Request for final payment and acceptance of the Work.

1.2 SUBSTANTIAL COMPLETION

A. Substantial Completion – General:

1. Prior to requesting inspection for Substantial Completion, perform the following for the substantially completed Work:
 - a. Materials and equipment for which Substantial Completion is requested shall be fully ready for their intended use, including full operating and monitoring capability in automatic, manual, and other operating modes set forth in the Contract Documents.
 - b. Permanent provisions for safety and protection, shown and indicated in the Contract Documents and associated with the substantially completed Work or for personnel accessing and using the substantially completed Work, shall be in place and ready for their intended use.
 - c. Complete field quality control Work, including inspections and testing at the Site, indicated in Specifications sections for individual materials and equipment items and related Contract Documents. Submit results of, and obtain Owner or Owner's representative's acceptance of, field quality control tests and inspections required by the Contract Documents.
 - d. Complete checkout and startup in accordance with requirements of the Specifications for the various materials and equipment in the substantially completed Work, and related Contract Documents.
 - e. Cleaning for Substantial Completion shall be completed.
 - f. Spare parts, tools, and extra materials shall be delivered and accepted in accordance with the Contract Documents and documentation of Owner's acceptance.
 - g. Training of the facility's operations and maintenance personnel shall be completed in accordance with the Contract Documents.

- h. Submit and obtain Owner or Owner's representative's acceptance of final operations and maintenance manuals in accordance with Contract Documents.
 - i. Obtain and submit to Owner or Owner's representative all required permits, inspections, and approvals of authorities having jurisdiction for the substantially completed Work to be occupied and used by Owner.
 - j. Complete other tasks that the Contract requires be completed prior to Substantial Completion.
- 2. Procedures for requesting and documenting Substantial Completion are in the Agreement general conditions.
 - 3. Sample letter for Contractor's request for inspection for Substantial Completion is attached to this Specifications section. Use the model language of the sample letter, modified to suit the Project and the needs of Contractor's request.
 - 4. Unless decided otherwise by Owner or Owner's representative, form of certificate of Substantial Completion will be prepared by Engineer of Record.

1.3 FINAL INSPECTION

A. Final Inspection – General:

- 1. Prior to requesting final inspection, verify that all the Work is fully complete and ready for final payment.
- 2. Sample letter for Contractor to request final inspection is attached to this Specifications section. Use the model language of the sample letter, modified to suit the Project.
- 3. Procedures for requesting and documenting the final inspection are in the Agreement general conditions and as augmented in this Specifications section.

1.4 REQUEST FOR FINAL PAYMENT AND ACCEPTANCE OF THE WORK

A. Procedure:

- 1. After successful completion of the final inspection, submit request for final payment in accordance with the Agreement general conditions.
- 2. Acceptance of the Work:



- a. Upon Owner or Owner's representative's concurrence that the Work is complete and ready for final payment (as a result of the final inspection and other communications between the parties and Owner or Owner's representative) and receipt of the final Application for Payment, accompanied by other required Contract closeout documentation, all in accordance with the Contract Documents, Engineer of Record will issue to Owner and Contractor a notice of acceptability of the Work, in accordance with the Agreement general conditions.
 - b. Nothing other than receipt of such notice of acceptability constitutes acceptance of the Work.
 - c. Receipt of notice of acceptability of the Work does not relieve Contractor of Contractor's continuing obligations under the Contract, including correction period obligations, warranty obligations, indemnification obligations, insurance requirements, and Contractor's other obligations following acceptance of the Work by Owner or Owner's representative and final payment. Such obligations shall commence and remain in effect as indicated elsewhere in the Contract Documents.
- B. Request for final payment shall include:
- 1. Documents required in the Agreement general conditions.
 - 2. List, on Contractor's letterhead, of all Change Proposals, Claims, and disputes that Contractor believes are unsettled. If there are no such Change Proposals, Claims, or disputes, so indicate in writing.
 - 3. Consent of Surety to Final Payment:
 - a. Form will be acceptable to Owner.
 - 4. Releases of Liens:
 - a. Submit complete and legally effective releases (satisfactory to Owner) of all Liens filed in connection with the Work, regardless of whether such Lien was filed by Contractor, Subcontractor, or Supplier.
 - b. Each release of Lien shall be signed by an authorized representative of the entity submitting the release of Lien, and shall include Contractor's, Subcontractor's, or Supplier's (as applicable) corporate seal, when applicable.
 - 5. Waivers of Lien Rights:

- a. Submit legally-binding waivers of rights to file Liens, acceptable to Owner, as required in the Agreement general conditions from Contractor and each Subcontractor and Supplier that furnished or provided labor, material, or equipment totaling \$1,000 or more for the Work.
- b. Furnish final list of Subcontractors and Suppliers indicating final amount of the associated subcontract or purchase order for each. Include on the list all lower-tier Subcontractors and Suppliers retained by higher-tier Subcontractors and Suppliers.
- c. Each waiver of Lien rights shall be signed by an authorized representative of the entity submitting waiver of Lien rights, and shall include Contractor's, Subcontractor's, or Supplier's (as applicable) corporate seal, when applicable.
- d. Waiver of Lien rights may be conditional upon receipt of final payment.
- e. Required Affidavits: Submit the following:
 1. Affidavit of payment of debts and claims, submitted by Contractor. Form will be acceptable to Owner, and;
 2. Affidavit of release of Liens, submitted by Contractor. Form will be acceptable to Owner.
 3. Each affidavit shall be signed by an authorized representative of Contractor and shall bear Contractor's corporate seal, as applicable.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - PART 3 - EXECUTION

3.1 ATTACHMENTS

- A. The documents listed below, following this Specification section's "End of Section" designation, are part of this Specifications section:
 1. Sample letter for Contractor's use in requesting inspection for Substantial Completion (two pages).
 2. Sample letter for Contractor's use in requesting final inspection (one page).
- B. In the model language of the attached sample letters for Contractor to request inspection for Substantial Completion and the final inspection, italicized language in brackets, e.g., "[insert date]" indicates instructions to the drafter of the letter and often indicates specific information to be inserted by Contractor; do not include bracketed, italicized text in the final version of the letter(s) prepared for the Project. Non-italicized language in brackets is optional language; use the appropriate language to complete the actual letter for the Project and edit where required to suit the specific circumstances.

**SAMPLE LETTER FOR CONTRACTOR'S USE IN
REQUESTING INSPECTION FOR SUBSTANTIAL COMPLETION**

SENT VIA E-MAIL AND U.S. CERTIFIED MAIL/RETURN RECEIPT REQUESTED

[Date]

[Name of Owner or Owner's representative's contact person]
[Street address]
[City, state, postal code]

Subject:
[Project name, Contract designation]
Request for Inspection for Substantial Completion

Dear [addressee]:

In our opinion, [all of] [or] [a portion of] the Work under the above-referenced Contract is substantially complete as of [insert month, day, year on which Substantial Completion was achieved]. [The specific portion of the Work that we believe is substantially complete is [insert identification of that portion of the Work that is substantially complete].

Enclosed is our listing of uncompleted Work items ("punch list"). In accordance with the Agreement general conditions, we hereby request: (1) That the Owner or Owner's representative schedule and perform the inspection for Substantial Completion as soon as possible, and (2) Issuance of the certificate of Substantial Completion.

In accordance with the Agreement general conditions, upon Substantial Completion, we propose the following relative to apportionment of responsibilities between the Owner and the Contractor:

1. Security, Protection, Insurance:
 - a. Protection of the Substantially Completed Work: [insert proposal; address whether Owner or Contractor will be responsible for protection].
 - b. Property Insurance: [insert proposal; typically Owner assumes responsibility for property insurance upon Substantial Completion]
2. Operation and Maintenance:
 - a. Operation: [insert proposal; address whether Contractor will be responsible for operating the substantially completed Work].
 - b. Maintenance: [insert proposal; address whether Contractor will be responsible for maintaining the substantially completed Work].

In accordance with the Agreement general conditions, we understand that the Contract's correction period for the Work covered by the certificate of Substantial Completion commences on the Substantial Completion date documented in said certificate.

Should you have questions or comments regarding this notice, please contact [the undersigned] [or] [insert other contact person's name], at [insert telephone number and e-mail address]. Sincerely,

MDC/DSWM NETS
Truck Wash Building Column Repairs and Improvements
Project # EDP-SW-18601-25
Technical Specifications



[Contractor's company name]

[Signatory name] [Signatory's title]

Attachments:

Preliminary list of uncompleted Work items ("punch list"; [##] pages)

Copies:

[Owner's project manager]

**SAMPLE LETTER FOR CONTRACTOR'S USE IN REQUESTING
FINAL INSPECTION**

SENT VIA E-MAIL AND U.S. CERTIFIED MAIL/RETURN RECEIPT REQUESTED

[Date]

[Name of Owner or Owner's representative's contact person] [Street
address]
[City, state, postal code]

Subject:

[Project name, Contract designation] Request for Final Inspection Dear

[addressee]:

The Work under the above-referenced Contract is complete and ready for final payment as of [insert month, day, year on which final completion was achieved]. In accordance with the Agreement general conditions, we hereby request that the Owner or Owner's representative schedule and perform the final inspection as soon as possible. Upon successful completion of the final inspection, we will submit our final Application for Payment accompanied by the required Contract closeout documentation in accordance with the Contract Documents.

Should you have questions or comments regarding this notice, please contact [the undersigned] [or] [insert other contact person's name], at [insert telephone number and e-mail address].

Sincerely,

[Contractor's company name]

[Signatory name]
[Signatory's title]

Attachments:
None

Copies:
[Owner's project manager]

DIVISION 02 - EXISTING CONDITIONS

SECTION 020111 - SHORING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Supply, installation, and removal of temporary shoring to support structural and non-structural elements during demolition and construction activities. Shoring details required for the column retrofits are detailed in the plans.

1.2 COST BASIS

- A. Allowance: Costs of designing shoring, developing shoring procedures, preparing shoring submittals, and providing and installing shoring, as required, is included in the different bid/pay items and shall be at Contractor's expense.

1.3 COORDINATION

- A. Coordinate with other trades to ensure that shoring does not interfere with Work of other trades.

1.4 SUBMITTALS

- A. Shop Drawings: Shop drawings showing locations, distribution, and quantity of shoring. Include connection and bearing details. Include loads for which shoring was designed. Shop drawings shall be prepared by or under supervision of qualified, licensed professional Engineer in the state of Florida, and shall be sealed by Engineer. Shop drawings will be provided for approval by the Engineer of Record.
- B. Product Data: Manufacturer's literature and technical data indicating type of shoring proposed for use and safe load-carrying capacity of shoring for heights and lengths of shoring components to be used. Product Data will be provided for approval by the Engineer of Record.
- C. Design Calculations: Calculations prepared by or under supervision of qualified, licensed professional Engineer in the state of Florida, and sealed by Engineer, indicating that shoring meets design criteria. Calculations will be provided for approval by the Engineer of Record.

1.5 PROJECT CONDITIONS

- A. Comply with Owner's limitations and restrictions for Site use and accessibility.

PART 2 - PRODUCTS

2.1 MANUFACTURED ASSEMBLIES

- A. Summary: The shoring support required for the column replacement is part of the contract drawings. Construction shoring different from that detailed in the contract drawings shall require Owner or Owner's representative approval and shall adhere to the requirements of this Section.
- B. Design Criteria:
 - 1. In areas of large-scale removal and replacement approximate shoring locations shall be shown on the drawings. The necessity of shoring at areas of localized concrete repairs is dependent on Contractor's plan, means, and methods. The necessity of shoring for localized concrete repairs, and its design, shall be the responsibility of the Contractor.
 - 2. Shores shall be provided to carry the full weight of the concrete structural system on which work is being performed plus an appropriate safety factor. These shores shall be in place prior to removal of unsound concrete and shall be supported to grade.
 - 3. Structure dead load per dimensions provided on original drawings and verified in field by contractor.
 - 4. All loads shall be accounted for in accordance with ASCE 37, including but not limited to dead, construction, and live.
 - 5. Consider removal of loads from member and transfer of loads into structure below, without overloading structural members.
 - 6. Consider shoring stiffness relative to stiffness of members being shored.
- C. Shoring: Steel or aluminum posts, steel or aluminum frames, or other steel or aluminum assemblies with sufficient capacity to support calculated shoring loads at spacing and positioning shown on shop drawings.
 - 1. Adjustable through positive means, such as screw jacks, to achieve tight fit to structure above and below and to compensate for elastic shortening of shores during loading and service.
 - 2. Use undamaged components, including bracing, supplied by shoring manufacturer.

2.2 ACCESSORIES

- A. Spreaders:
 - 1. At bottom of shores: 4x4 timber cribbing, 2x wood bearing pads, or other material; with sufficient bearing area and length to distribute shoring reactions into supporting structural element below.
 - 2. At top of shores: Timber or steel spreader beams or wood bearing pads; to fully support member being shored without damage to member surface.

- B. Shims: Wood, steel, or plastic; at bearing points above shores to ensure tight contact with shored member.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements and other conditions affecting installation or performance of shoring Work.
 - 1. Notify Owner or Owner's representative in writing of conditions which may adversely affect installation or performance of shoring Work and recommend corrections.
 - 2. Do not proceed with shoring Work until adverse conditions have been corrected and reviewed by Owner or Owner's representative.
 - 3. Commencing shoring Work constitutes acceptance of Work surfaces and conditions.

3.2 INSTALLATION

- A. Install shoring at locations designated by Owner or Owner's representative and/or shoring designer before repair work begins.
- B. Install shoring in accordance with manufacturer's recommendations and approved shop drawings. Installed assembly shall be of such quality that assembly will support imposed loads without excessive settlement or deflection.
 - 1. Position to avoid interference with Work.
 - 2. Install timber cribbing wood or wood bearing pads as necessary to distribute loads into supporting elements. If more than one layer of cribbing is required, install each successive layer perpendicular to preceding layer.
 - 3. Install plumb and square. Install cross-bracing recommended by shoring manufacturer and shoring designer to prevent buckling failure of individual members and overall shoring stability failure. Extend shoring above and below level of repair work as required by shoring design.
 - 4. Install spreader beams or bearing pads and shims as necessary, and adjust shores to ensure tight, uniform fit against structural element to be supported. Minimize differential loading of vertical shoring members.
 - 5. If shoring is to be placed on coated or finished surface, protect surface from damage with plywood, plastic sheets, or other means.
- C. All shoring shall be installed snug-tight.
- D. Protect shores from damage from construction activities, Owner use of facility, and other causes.
- E. Check shores daily and adjust as necessary to maintain snug condition or design preload, plumbness, and full effectiveness.

- F. Modify and adjust shoring as required to meet conditions of work and to ensure Project safety.
- G. Shoring and formwork must not damage or be anchored to surrounding surfaces that would result in a permanent scar or blemish on fabric. Any penetration for temporary shoring anchorage must be minimal, and must be fully removable, so that the location and appearance can be fully and easily restored without a visual trace.

3.3 REMOVAL OF SHORES

- A. Remove shores when compressive strength of repair concrete reaches 75 percent of its specified 28-day required strength, and a minimum of 7 days of curing. Contractor may elect to have additional concrete strength tests performed at their own expense, to confirm when repair material meets removal requirements. Do not apply superimposed loads to repaired area after shores have been removed until repair material reaches 100 percent of its specified 28-day required strength.
- B. Store shoring materials in approved storage area at Site, such that materials do not interfere with Owner's continued use of facility. Promptly remove shoring materials from Site when no longer needed for work.

END OF SECTION 020111

SECTION 024119 - SELECTIVE STRUCTURAL DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. The work for this project consists of furnishing all items, materials, operations or methods as shown on the Drawings and defined herein, including all labor, materials, equipment transportation and incidentals necessary and required to perform the Work and to bring the project to completion. Contractor shall coordinate the work with other trades.
- B. Related Sections
 - 1. Section 020111 - Shoring

1.2 QUALITY ASSURANCE

- A. All demolition work shall conform to codes and requirements of authority having jurisdiction.
- B. Contractor shall obtain and pay for all permits for demolition; protection of the public and property; transportation, disposal of removed items and debris. The presence of lead and asbestos is assumed. The contractor shall submit testing results showing otherwise prior to removal operations.
- C. The Contractor shall issue a written certification to the Owner or Owner's representative that all materials have been removed, handled, transported, and disposed of in conformance with the requirements and codes of the governing authorities.
- D. Engineer of Record shall inspect shoring system before demolition starts.

1.3 SUBMITTALS

- A. Contractor shall submit to the Owner or Owner's representative the following:
 - 1. Permits and notices authorizing demolition.
 - 2. Permit for transport and disposal of debris.
 - 3. Demolition schedule indicating sequence of demolition and removal operation.

1.4 JOB CONDITIONS

- A. The Owner or Owner's representative assumes no responsibility for the actual condition of existing construction to be removed.
- B. Remove all existing construction and installations necessary and required for proper installation of all work indicated on the Drawings and in these Specifications. Conduct all removals carefully with consideration for installations which are to remain in place.
- C. Be fully responsible for all damage caused by removal operations. Protect building surfaces and structure to prevent damage or spillage at time of removal of existing

materials.

- D. Contractor shall promptly repair any damage caused by demolition operations to the existing construction at no cost to the Owner. Repairs must, as a minimum standard, restore the condition which existed prior to the start of demolition and shall be as approved by Owner or Owner's representative.
- E. Contractor shall maintain premises and adjacent properties free of waste, debris and rubbish caused by demolition operations.

END OF SECTION 024119

DIVISION 05 - METALS

SECTION 055000 – METAL FABRICATIONS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes

1. Custom fabricated metal items and certain manufactured units not otherwise indicated to be supplied under work of other Specification Sections.
2. Design of all temporary bracing not indicated on Drawings.

B. Related Specification Sections include but are not necessarily limited to:

1. Division 01 - General Requirements.

1.2 QUALITY ASSURANCE

A. Referenced Standards:

1. Aluminum Association (AA):
 - a. ADM 1, Aluminum Design Manual.
2. American Association of State Highway and Transportation Officials (AASHTO):
 - a. HB, Standard Specifications for Highway Bridges.
3. American Institute of Steel Construction (AISC):
 - a. 325, Manual of Steel Construction.
 - b. 360, Specifications for Structural Steel Buildings (referred to herein as AISC Specification).
4. The American Ladder Institute (ALI):
 - a. A14.3, Ladders - Fixed - Safety Requirements.
5. American Society of Civil Engineer or Owner's representatives (ASCE):
 - a. 7, Minimum Design Loads for Buildings and Other Structures.
6. ASTM International (ASTM):
 - a. A6, Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling.
 - b. A36, Standard Specification for Carbon Structural Steel.
 - c. A47, Standard Specification for Ferritic Malleable Iron Castings.
 - d. A48, Standard Specification for Gray Iron Castings.
 - e. A53, Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
 - f. A108, Standard Specification for Steel Bar, Carbon and Alloy, Cold Finished.



- g. A123/A123M, Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- h. A153/A153M, Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- i. A197, Standard Specification for Cupola Malleable Iron.
- j. A307, Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength.
- k. A380, Standard Practice for Cleaning, Descaling, and Passivation of Stainless Steel Parts, Equipment, and Systems.
- l. A500, Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
- m. A501, Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
- n. A514, Standard Specification for High-Yield Strength, Quenched and Tempered Alloy Steel Plate, Suitable for Welding
- o. A536, Standard Specification for Ductile Iron Castings.
- p. A572, Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel.
- q. A563, Standard Specification for Carbon and Alloy Steel Nuts.
- r. A668, Standard Specification for Steel Forgings, Carbon and Alloy, for General Industrial Use.
- s. A780, Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings.
- t. A786, Standard Specification for Hot-Rolled Carbon, Low-Alloy, High-Strength Low-Alloy, and Alloy Steel Floor Plates.
- u. A992, Standard Specification for Steel for Structural Shapes.
- v. A1064, Standard Specification for Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete.
- w. A1011, Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength.
- x. F436, Standard Specification for Hardened Steel Washers Inch and Metric Dimensions.
- y. F593, Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.
- z. F1789, Standard Terminology for F16 Mechanical Fasteners.

- aa. F3125, Standard Specification for High Strength Structural Bolts, Steel and Alloy Steel, Heat Treated, 120 ksi (830 MPa) and 150 ksi (1040 MPa) Minimum Tensile Strength, Inch and Metric Dimensions.
- 7. American Welding Society (AWS):
 - a. A5.1/A5.1M, Specification for Carbon Steel Electrodes for Shielded Metal Arc Welding.
 - b. D1.1, Structural Welding Code - Steel.
- 8. National Association of Architectural Metal Manufacturers (NAAMM):
 - a. AMP 555, Code of Standard Practice for the Architectural Metal Industry (Including Miscellaneous Iron).
 - b. MBG 531, Metal Bar Grating Manual.
- 9. NACE International (NACE).
- 10. Occupational Safety and Health Administration (OSHA):
 - a. 29 CFR 1910, Occupational Safety and Health Standards, referred to herein as OSHA Standards.
- B. Qualifications:
 - 1. Qualify welding procedures and welding operators in accordance with AWS.
 - 2. Fabricator shall have minimum of five (5) years of experience in fabrication of metal items specified.
 - 3. Engineer for contractor-designed systems and components: Professional structural engineer licensed in the State of Florida.
 - 4. NACE certified inspector shall have minimum of two (2) years of experience performing inspections as indicated.
 - a. Have a current Level III coating inspector certification.

1.3 DEFINITIONS

- A. Fasteners: As defined in ASTM F1789.
- B. Galvanizing: Hot-dip galvanizing per ASTM A123/A123M or ASTM A153/A153M with minimum coating of 2.0 OZ of zinc per square foot of metal (average of specimens) unless noted otherwise or dictated by standard.
- C. Hardware: As defined in ASTM A153/A153M.
- D. Installer or Applicator:
 - 1. Installer or applicator is the person actually installing or applying the product in the field at the Project site.
 - 2. Installer and applicator are synonymous.

1.4 SUBMITTALS

A. Shop Drawings:

1. See Specification Section 01 33 00 – Submittal Procedures, for requirements for the mechanics and administration of the submittal process.
2. Qualifications:
 - a. NACE inspector qualifications.
3. Fabrication and/or layout drawings and details:
 - a. Submit drawings for all fabrications and assemblies.
 1. Include erection drawings, plans, sections, details and connection details.
 - b. Identify materials of construction, shop coatings and third party accessories.
4. Product technical data including:
 - a. Acknowledgement that products submitted meet requirements of standards referenced.
 - b. Manufacturer's installation instructions.
 - c. Provide manufacturer's standard allowable load tables for the following:
 1. Grating and checkered plate.
 2. Castings, trench covers and accessories.
 3. Modular framing systems.
 - d. Mill certificate for ASTM A514 plate material.
5. Contractor designed systems and components:
 - a. Certification that manufactured units meet all design loads specified.
 - b. Shop Drawings and engineering design calculations:
 1. Indicate design live loads.
 2. Sealed by a licensed professional engineer, registered in the State of Florida.
 3. Engineer will review for general compliance with Contract Documents.
 - c. Contractor designed systems and components including the following:
 1. Roofing
 2. Handrails / Guardrails
 3. Structural steel members (e.g. bar joists, etc.)

B. Informational Submittals:

1. See Specification Section 01 33 00 – Submittal Procedures, for requirements for the mechanics and administration of the submittal process.

2. Certification of welders and welding processes.
 - a. Indicate compliance with AWS.
3. NACE certification of surface preparation.
4. NACE certification of paint application.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and handle fabrications to avoid damage.
- B. Store above ground on skids or other supports to keep items free of dirt and other foreign debris and to protect against corrosion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:
 1. Headed studs and deformed bar anchors:
 - a. Nelson Stud Welding Div., TRW Inc.
 - b. Stud Welding Products, Inc.
 2. Mechanical anchor bolts:
 - a. See Section 03 15 19 Anchorage to Concrete.
 3. Adhesive anchor bolts:
 - a. See Section 03 15 19 Anchorage to Concrete.
 4. Concrete screw anchors:
 - a. See Section 03 15 19 Anchorage to Concrete.
 5. Castings, trench covers and accessories:
 - a. Neenah Foundry Co.
 - b. Deeter Foundry Co.
 - c. Barry Craft Construction Casting Co.
 - d. McKinley Iron Works.
 6. Galvanizing repair paint:
 - a. Clearco Products Co., Inc.
 - b. ZRC Products.
- B. Submit request for substitution in accordance with Specification Section 01 25 00 – Substitution Procedures.

2.2 MATERIALS

A. Steel:

1. Structural:
 - a. W-shapes and WT-shapes: ASTM A992, Grade 50.
 - b. All other plates and rolled sections: ASTM A36.
 - c. Push wall steel plating: ASTM A514.
2. Pipe: ASTM A53, Types E or S, Grade B or ASTM A501.
3. Structural tubing:
 - a. ASTM A500, Grade B (46 KSI minimum yield).
4. Bolts, high strength:
 - a. ASTM F3125, Grade A325.
5. Nuts, high strength:
 - a. ASTM A563.
6. Washers (hardened):
 - a. ASTM F436.
 - b. Provide two (2) washers with all bolts.
7. Bolts and nuts (unfinished):
 - a. ASTM A307, Grade A.
8. Welding electrodes: AWS D1.1, E70 Series.
9. Steel forgings: ASTM A668.

B. Iron:

1. Ductile iron: ASTM A536.
2. Gray cast iron: ASTM A48 (minimum 30,000 PSI tensile strength).
3. Malleable iron: ASTM A47, ASTM A197.

C. Washers: Same material and alloy as found in accompanying bolts and nuts.

D. Embedded Anchor Bolts:

1. See Specification Section 03 15 19 - Anchorage to Concrete.

E. Mechanical Anchor Bolts and Adhesive Anchor Bolts:

1. See Specification Section 03 15 19 - Anchorage to Concrete.

F. Headed Studs: ASTM A108 with a minimum yield strength of 50,000 PSI and a minimum tensile strength of 60,000 PSI.

G. Deformed Bar Anchors: ASTM A1064 with a minimum yield strength of 70,000 PSI and a minimum tensile strength of 80,000 PSI.

H. Iron and Steel Hardware: Galvanized in accordance with ASTM A153/A153M when required to be galvanized.

I. Galvanizing Repair Paint:

1. High zinc dust content paint for regalvanizing welds and abrasions.
2. ASTM A780.
3. Zinc content: Minimum 92 PCT in dry film.
4. ZRC "ZRC Cold Galvanizing" or Clearco "High Performance Zinc Spray."

J. Dissimilar Materials Protection require protection.

2.3 MANUFACTURED UNITS

A. Heavy-Duty Castings, Trench Covers, and Accessories:

1. Prefabricated, cast iron ASTM A48 or ductile iron ASTM A536.
2. Design load: AASHTO HS-20 wheel loading for indicated span.
3. Machine horizontal mating surfaces.

2.4 FABRICATION

A. Verify field conditions and dimensions prior to fabrication.

B. Form materials to shapes indicated with straight lines, true angles, and smooth curves.

1. Grind smooth all rough welds and sharp edges.
 - a. Round all corners to approximately 1/32 - 1/16 IN nominal radius.

C. Provide drilled or punched holes with smooth edges.

1. Punch or drill for field connections and for attachment of work by other trades.

D. Weld Shop Connections:

1. Welds to be continuous fillet type unless indicated otherwise.
2. Full penetration butt weld at bends in stair stringers and ladder side rails.
3. Weld structural steel in accordance with AWS D1.1 using Series E70 electrodes conforming to AWS A5.1/A5.1M.
4. All headed studs to be welded using automatically timed stud welding equipment.
5. Grind smooth welds that will be exposed.

E. Conceal fastenings where practicable.

F. Fabricate work in shop in as large assemblies as is practicable.

G. Tolerances:

1. Rolling:

- a. ASTM A6.
- b. When material received from the mill does not satisfy ASTM A6 tolerances for camber, profile, flatness, or sweep, the Contractor is permitted to perform corrective work by the use of controlled heating and mechanical straightening, subject to the limitations of the AISC Specification.

2. Fabrication tolerance:

a. Member length:

1. Both ends finished for contact bearing: 1/32 IN.
2. Framed members:
 - a. 30 FT or less: 1/16 IN.
 - b. Over 30 FT: 1/8 IN.

b. Member straightness:

1. Compression members: 1/1000 of axial length between points laterally supported.
2. Non-compression members: ASTM A6 tolerance for wide flange shapes.

c. Specified member camber (except compression members):

1. 50 FT or less: -0/+1/2 IN.
2. Over 50 FT: -0/+1/2 IN (+1/8 IN per 10 FT over 50 FT).
3. Members received from mill with seventy-five (75) percent of specified camber require no further cambering.
4. Beams/trusses without specified camber shall be fabricated so after erection, camber is upward.
5. Camber shall be measured in fabrication shop in unstressed condition.

d. At bolted splices, depth deviation shall be taken up by filler plates.

1. At welded joints, adjust weld profile to conform to variation in depth.
2. Slope weld surface per AWS requirements.

e. Finished members shall be free from twists, bends and open joints.

1. Sharp kinks, bends and deviation from above tolerances are cause for rejection of material.

2.5 SOURCE QUALITY CONTROL

A. Shop Inspection and Testing:

1. Contractor will employ and pay for the services of a qualified independent testing agency to inspect and test all structural steel work for compliance with Contract Documents.
2. Contractor responsible for testing to qualify shop and field welders and as needed for Contractor's own quality control to ensure compliance with Contract Documents.
3. Independent testing agency shall have a minimum of five years performing similar work and shall be subject to Owner's approval.

B. Responsibilities of Testing Agency:

1. Inspect shop and field welding in accordance with AWS Code including the following non- destructive testing:
 - a. Visually inspect all welds.
 - b. In addition to visual inspection, test 50 PCT of full penetration welds and 20 PCT of fillet welds with liquid dye penetrant or mag particle.
 - c. Test 20 PCT of liquid dye penetrant tested full penetration welds with ultrasonic or radiographic testing.
2. Inspect high-strength bolting in accordance with the RCSC Specification for Structural Joints Using High-Strength Bolts, Section 9.
 - a. Verify direct tension indicator gaps, if applicable.
3. Inspect structural steel which has been erected.
4. Inspect stud welding in accordance with AWS Code.
5. Prepare and submit inspection and test reports to Owner or Owner's representative.
 - a. Assist Owner or Owner's representative to determine corrective measures necessary for defective work.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Provide items to be built into other construction in time to allow their installation.
 1. If such items are not provided in time for installation, cut in and install.
- B. Prior to installation, inspect and verify condition of substrate.
- C. Correct surface defects or conditions which may interfere with or prevent a satisfactory installation.

3.2 INSTALLATION

- A. Set metal work level, true to line, plumb.
-

1. Shim and grout as necessary.
 - B. Contractor is solely responsible for safety.
 1. Construction means and methods and sequencing of work is the prerogative of the Contractor.
 2. Take into consideration that full structural capacity of many structural members is not realized until structural assembly is complete; e.g., until slabs, decks, and diagonal bracing or rigid connections are installed.
 3. Partially complete structural members shall not be loaded without an investigation by the Contractor.
 4. Until all elements of the permanent structure and lateral bracing system are complete, temporary bracing for the partially complete structure will be required.
 - C. Adequate temporary bracing to provide safety, stability and to resist all loads to which the partially complete structure may be subjected, including construction activities and operation of equipment is the responsibility of the Contractor.
 1. Plumb, align, and set structural steel members to specified tolerances.
 2. Use temporary guys, braces, shoring, connections, etc., necessary to maintain the structural framing plumb and in proper alignment until permanent connections are made, the succeeding work is in place, and temporary work is no longer necessary.
 3. Use temporary guys, bracing, shoring, and other work to prevent injury or damage to adjacent work or construction from stresses due to erection procedures and operation of erection equipment, construction loads, and wind.
 4. Temporary shoring details are included in the contract drawings. However, Contractor shall be responsible for the design of any additional temporary shoring or bracing systems required and must consider the sequence and schedule of placement of such elements and effects of loads imposed on the structural steel members by partially or completely installed work, including work of all other trades.
 - a. If not obvious from experience or from the Drawings, confer with the Engineer to identify those structural steel elements that must be complete before the temporary bracing system is removed.
 5. Remove and dispose of all temporary work and facilities off-site.
 - D. Examine work-in-place on which specified work is in any way dependent to ensure that conditions are satisfactory for the installation of the work.
 1. Report defects in work-in-place which may influence satisfactory completion of the work.
-



2. Absence of such notification will be construed as acceptance of work-in-place.
- E. Field Measurement:
 1. Take field measurements as necessary to verify or supplement dimensions indicated on the Drawings.
 2. Contractor responsible for the accurate fit of the work.
- F. Framing member location tolerances after erection shall not exceed the frame tolerances listed in the FIELD QUALITY CONTROL Article in PART 3 of this Specification Section.
- G. Erect plumb and level; introduce temporary bracing required to support erection loads.
- H. Use light drifting necessary to draw holes together.
 1. Drifting to match unfair holes is not allowed.
- I. Welding:
 1. Conform to AWS D1.1 and requirements of the FABRICATION Article in PART 2 of this Specification Section.
 2. When joining two sections of steel of different ASTM designations, welding techniques shall be in accordance with a qualified AWS D1.1 procedure.
- J. Shore existing members when unbolting of common connections is required.
 1. Use new bolts for rebolting connections.
- K. Clean stored material of all foreign matter accumulated prior to the completion of erection.
- L. Bolt Field Connections: Where practicable, conceal fastenings.
- M. Field Welding:
 1. Follow AWS procedures.
 2. Grind welds smooth where field welding is required.
- N. Field cutting grating or checkered plate to correct fabrication errors is not acceptable.
 1. Replace entire section.
- O. Remove all burrs and radius all sharp edges and corners of miscellaneous plates, angles, framing system elements, etc.
- P. Unless noted or specified otherwise:
 1. Connect steel members to steel members with 3/4 IN DIA ASTM F3125, Grade A325 high strength bolts.
 2. Provide washers for all bolted connections.
 3. Where exposed, bolts shall extend a maximum of 3/4 IN and a minimum of 1/2 IN above the top of installed nut.

- a. If bolts are cut off to required maximum height, threads must be dressed to allow nuts to be removed without damage to the bolt or the nuts.
- Q. Install and tighten ASTM F3125, Grade A325 high-strength bolts in accordance with the AISC 325, Allowable Stress Design (ASD).
 - 1. Provide hardened washers for all Grade A325 bolts.
 - a. Provide the hardened washer under the element (nut or bolt head) turned in tightening.
- R. After bolts are tightened, upset threads of ASTM A307 bolts or anchor bolts to prevent nuts from backing off.
- S. Secure metal to wood with lag screws of adequate size with appropriate washers.
- T. Do not field splice fabricated items unless said items exceed standard shipping length or change of direction requires splicing.
 - 1. Provide full penetration welded splices where continuity is required.
- U. Provide each fabricated item complete with attachment devices as indicated or required to install.
- V. Anchor such that work will not be distorted nor fasteners overstressed from expansion and contraction.
- W. Set beam and column base plates accurately on nonshrink grout as indicated on Drawings.
 - 1. See Division 03 Specification Sections for non-shrink grout and anchorage.
 - 2. Set and anchor each base plate to proper line and elevation.
 - a. Use metal wedges, shims, or setting nuts for leveling and plumbing columns and beams.
 - 1. Wedges, shims and setting nuts to be of same metal as base plate they support.
 - 2. Tighten nuts on anchor bolts.
 - b. Fill space between bearing surface and bottom of base plate with nonshrink grout.
 - 1. Fill space until voids are completely filled and base plates are fully bedded on wedges, shims, and grout.
 - c. Do not remove wedges or shims.
 - 1. Where they protrude, cut off flush with edge of base plate.
 - d. Fill sleeves around anchor bolts solid with non-shrink grout.
- X. Tie anchor bolts in position to embedded reinforcing steel using wire.
 - 1. Tack welding prohibited.
 - a. Coat projecting bolt threads and nuts with heavy coat of clean grease.

2. Anchor bolt location tolerance:
 - a. Per Section 03 15 19 – Anchorage to Concrete.

Y. Repair damaged galvanized surfaces in accordance with ASTM A780.

1. Prepare damaged surfaces by abrasive blasting or power sanding.
2. Apply galvanizing repair paint to minimum six (6) mils DFT in accordance with manufacturer's instructions.

3.3 FIELD QUALITY CONTROL

- A. Tolerances shall meet structural requirements of AISC 303-10 Code of Standard Practice for Steel Buildings for erecting items of structural nature.
- B. Tolerances (unless otherwise noted on the Drawings):
 1. Frame placement, after assembly and before welding or tightening.
 - a. Deviation from plumb, level and alignment: 1 IN 500, maximum.
 - b. Displacement of centerlines of columns: 1/2 IN maximum, each side of centerline location shown on Drawings.
- C. Contractor Pays for Field Inspection and Testing:
 1. Contractor will employ and pay for services of an independent testing agency to inspect and test structural steel shop and field work for compliance with this Specification Section.
 2. Contractor provides sufficient notification and access so inspection and testing can be accomplished.
 3. Contractor pays for retesting of failed tests and for additional testing required when defects are discovered.

3.4 CLEANING

- A. After fabrication, erection, installation or application, clean all miscellaneous metal fabrication surfaces of all dirt, weld slag and other foreign matter.
- B. All stainless steel products in addition to Paragraph A. above:
 1. Remove all heat tint, rusting, discoloration by passivation, ASTM A380, or other acceptable means as listed in NiDI 11 007 as approved by the Owner or Owner's representative.

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

SECTION 079200 - JOINT SEALERS

PART 1 - GENERAL

1.1 SUMMARY

- A. System Description: Joint sealers, fillers, and other related materials compatible with one another, with joint substrate, and other adjacent materials including finishes.

1.2 SUBMITTALS

- A. Shop Drawings: Detail proper joint sealer and backing for the following joints:
 - 1. Vertical and horizontal surfaces at interior and exterior locations.
 - 2. Traffic areas at interior and exterior locations.

1.3 QUALITY ASSURANCE

- A. Provide single source responsibility for each type of joint materials.

1.4 WARRANTY

- A. Manufacturer shall provide warranties covering joint sealers for 10 years from date of Substantial Completion.
- B. Contractor shall furnish the Owner a 2-year written warranty, from date of Substantial Completion, covering quality of construction from applicator.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Joint Sealers:
 - 1. Bostick a Division of Arkema.
 - 2. Pecora Corp.
 - 3. Sika Chemical Corp.
 - 4. Sonneborn Building Products.
 - 5. Thoro Systems Products.
 - 6. Tremco Manufacturing Co.
 - 7. W.R. Meadows, Inc
 - 8. Other manufacturers approved by Owner.

END OF SECTION 079200

DIVISION 09 - FINISHES

SECTION 092400 - CEMENT PLASTERING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Portland Cement, Pre-blended Scratch and Brown Coat Stucco.
- B. Portland Cement, Pre-blended Fiber Base Coat Stucco.
- C. Portland Cement, Pre-blended Colored Finish Coat Stucco.

1.2 RELATED SECTIONS

- A. Section 033000 - Cast-in-Place Concrete.
- B. Section 042210 – Concrete Unit Masonry.
- C. Section 07 92 00 - Joint Sealants.

1.3 REFERENCES

- A. Reference Standards: Latest edition as of Specification date.

1. ASTM International (ASTM):

- a. ASTM A 641/A 641M - Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire.
- b. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc- Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- c. ASTM C 144 - Standard Specification for Aggregate for Masonry Mortar.
- d. ASTM C 150 - Standard Specification for Portland Cement.
- e. ASTM C 207 - Standard Specification for Hydrated Lime for Masonry Purposes.
- f. ASTM C 270 - Standard Specification for Mortar for Unit Masonry.
- g. ASTM C 578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
- h. ASTM C 595 - Standard Specification for Blended Hydraulic Cements.
- i. ASTM C 847 - Standard Specification for Metal Lath.
- j. ASTM C 897 - Standard Specification for Aggregate for Job-Mixed Portland Cement-Based Plasters.
- k. ASTM C 926 - Standard Specification for Application of Portland Cement-Based Plaster.
- l. ASTM C 932 - Standard Specification for Surface-Applied Bonding Agents for Exterior Plastering.

- m. ASTM C 933 - Standard Specification for Welded Wire Lath.
 - n. ASTM C 954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs from 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness.
 - o. ASTM C 979 - Standard Specification for Pigments for Integrally Colored Concrete.
 - p. ASTM C 1002 - Specification for Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs.
 - q. ASTM C 1032 - Standard Specification for Woven Wire Plaster Base.
 - r. ASTM C 1063 - Standard Specification for Installation of Lathing and Furring to Receive Interior and Exterior Portland Cement-Based Plaster.
 - s. ASTM C 1177 - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing.
 - t. ASTM C 1325 - Standard Specification for Non-Asbestos Fiber-Mat Reinforced Cementitious Backer Units.
 - u. ASTM C 1328 - Standard Specification for Plastic (Stucco) Cement.
 - v. ASTM C 1396 - Standard Specification for Gypsum Board.
 - w. ASTM D226/D226M - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- 2. ICC Evaluation Service, Inc. Code Report
 - a. ICC-ES AC11 Cementitious exterior wall coatings.

1.4 SYSTEM DESCRIPTION

- A. Concrete or Pre-cast Concrete Substrate: 2-coat, Portland cement plaster applied over concrete consisting of the following:
 - 1. 2-coat plaster system.
 - a. 3/8"- 1/2" Spec Mix Fiber Base Coat (FBC).
 - b. Spec Mix Finish Coat.
- B. Concrete Block, CMU Substrate: 2-coat, Portland cement plaster applied over concrete block consisting of the following:
 - 1. 2-coat plaster system.
 - 2. 3/8"- 1/2" Spec Mix Fiber Base Coat (FBC).
 - 3. Spec Mix Finish Coat.

1.5 SUBMITTALS

- A. Product Data: Submit manufacturer's product data.
- B. Samples: Submit selection and verification samples of colored finish coat stucco.
- C. Warranty: Submit stucco system warranty.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Firm specializing in manufacture of pre-blended stucco materials, with minimum 2 years' experience.
- B. Applicator: Firm specializing in the application of pre-blended stucco materials, with minimum 10 years' experience.
- C. Regulatory Requirements: Conform to applicable code requirements for finish system.
- D. Mock-Up: Provide a mock-up of each type of stucco installation, using materials and systems specified in this Section; include at least one example of each type of accessory material.
 - 1. Construct mock-up in locations as indicated on drawings.
 - 2. Indicate texture, color and workmanship of finished work.
 - 3. Proceed with work only after the mock-up has been approved.
 - 4. Maintain the mock-up on site and remove at the completion of the project.
- E. Designing and Detailing:
 - 1. Follow the stucco manufacturers written installation instructions, published details, and technical information in the design of the stucco systems.
 - 2. Sealants and backer rod are required at dissimilar materials and expansion joints within the stucco system to provide a watertight system.
 - 3. Minimum slope for all projections shall be 1:2 with a maximum length of 12" (30.5cm).
- F. Substrate Systems:
 - 1. Deflection of the substrate systems shall not exceed L/360.
 - 2. Acceptable substrates for stucco systems are poured concrete, and masonry units.
 - 3. Painted and otherwise coated surfaces of brick, unit masonry, stucco and concrete shall be inspected and prepared as approved by Owner or Owner's representative before application. Paint-on surface consolidates or primers shall not be used to bond stucco to painted surfaces.
 - 4. Consult Owner or Owner's representative for written approval of other substrates prior to beginning stucco work.

5. Applicator to verify that the proposed substrate is acceptable prior to the stucco installation.

G. System Joints:

1. Expansion joints in the system are required at building expansion joints, at prefabricated panel joints, where substrates change and where structural movement is anticipated. Control joints are required at a minimum of every 144 ft. (13 sq. m) of wall surface area and where specified by the design professional. The maximum uncontrolled length or width is 18 lineal feet (5.5 lineal meters) and a maximum uncontrolled length to height ratio of 2-1/2:1.

- H. Pre-Installation Meeting: At least three weeks prior to commencing stucco work conduct a meeting at the project site to discuss contract requirements and job conditions; require the attendance of stucco installation contractor, and installers of related materials; notify Owner or Owner's representative in advance of meeting.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver stucco materials in original unopened packages with manufacturer's labels intact.
- B. Protect stucco materials during transportation and installation to avoid physical damage.
- C. Store stucco materials in cool, dry place protected from freezing.
- D. Handle all products with appropriate precautions and care per MSDS.

1.8 PROJECT CONDITIONS

- A. Comply with ASTM C 926 requirements.
- B. Do not apply stucco materials in ambient temperatures above 90°F.

1.9 SEQUENCING AND SCHEDULING

- A. Coordinate and schedule installation of the stucco materials with related work of other sections.
- B. Coordinate and schedule installation of trim, flashing, and joint sealers to prevent water infiltration behind the system.

1.10 WARRANTY

- A. Provide a stucco system warranty based on the information provided by the applicator or the distributor following the completion of the system.
- B. Comply with project review requirements and notification procedures to assure qualification for warranty.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Portland Cement / Plaster/Stucco
 - 1. Florida Super Stucco by Lafarge Florida.
 - 2. Lonestar Products.
 - 3. Rinker Materials Corp.
 - 4. Southdown, Inc
 - 5. Other manufacturers approved by Owner.

2.2 MATERIALS

- A. Accessories for Portland Cement Stucco:
 - 1. Comply with material provisions of ASTM C926; coordinate depth of accessories with thickness and number of coats required.
 - 2. Plastic Trim Accessories: Corner beads, casing beads, control joints, and expansion joints with perforated flanges and fabricated from high impact polyvinyl chloride.
- B. Portland Cement Plaster Materials:
 - 1. Base Coat Cements: Portland Cement, ASTM C150, Type I or III.
 - 2. Finish Coat Cement: Portland Cement, ASTM C150, Type I, white.
 - 3. Factory-Prepared Finish Coat:
 - a. Manufacturer's standard product requiring addition of water only. White in color unless otherwise indicated.
 - b. Product: Oriental Exterior Stucco by United States Gypsum Co. or approved equal
 - 4. Sand Aggregate - Base Coats: ASTM C897.
 - 5. Aggregate - Finish Coats: ASTM C897, manufactured or natural sand, white in color.
 - 6. Fiber - Base Coat:
 - a. Alkaline-resistant glass fibers, 1/2" long, free of contaminants, manufactured for use in Portland cement plaster.
 - b. Product: Dur-O-Fiber AR Glass by Dur-O-Wal, Inc. or approved equal.
- C. Miscellaneous Materials:
 - 1. Water for Mixing and Finishing Plaster: potable, free of substances capable of affecting plaster set or of damaging plaster, lath, or accessories.
 - 2. Bonding Agent - Portland cement: ASTM C932.

2.3 MIXES

- A. Portland Cement Plaster/Stucco Mixes and Compositions - Base Coats:

1. Comply with ASTM C926 for Portland cement plaster base and finish coat mixes as applicable bases, materials, and other requirements indicated.
2. Base Coat:
 - a. Proportion materials for respective base coats in parts by volume for cementitious materials and in parts by volume per sum of cementitious materials for aggregates to comply with the following requirements for each method of application and plaster base indicated.
 - b. Adjust mix proportions below within limits specified to attain workability.
3. Two-Coat Work Over Concrete Unit Masonry:
 - a. Contractor's Option 1:
 1. Base Coat: 1-part Portland cement, 3 to 4 parts sand.
 - b. Contractor's Option 2:
 1. Base Coat: 1-part masonry cement, 3 to 4 parts sand.
4. Fiber Content:
 - a. Add fiber to mixes above to comply with fiber manufacturer's directions, maximum 2 lbs. per cu. feet of cementitious materials.
 - b. Reduce aggregate quantities accordingly to maintain workability.
- B. Portland Cement Plaster/Stucco Mixes and Compositions - Finish Coats:
 1. Job-Mixed:
 - a. Contractor's Option 1:
 1. 1-part Portland cement, 2-1/4 to 3 parts sand.
 - b. Contractor's Option 2:
 1. 1-part Portland cement, 1 part masonry cement, 2-1/4 to 3 parts sand.
 - c. Contractor's Option 3:
 1. 1-part masonry cement, 1-1/2 parts sand.
 2. Factory-Prepared Portland Cement Plaster/Stucco Finish Coats:
 - a. Add water only.
 - b. Comply with finish coat manufacturer's directions.
- C. Mixing: Mechanically mix cementitious and aggregate materials for plasters to comply with applicable referenced application standard and with recommendations of plaster manufacturer.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Plastering Accessories:

1. Comply with referenced lath and furring installation standards for provision and location of plaster accessories of type indicated.
2. Miter or cope accessories at corners and install with tight joints and in alignment.
3. Attach accessories securely to plaster bases to hold accessories in place and alignment during plastering.
4. Accessories - Portland Cement Plaster:
 - a. Corner Reinforcement: Install at external corners.
 - b. Corner Bead: Install at external corners.
 - c. Casing Beads: Install at termination of plaster work unless otherwise indicated.
 - d. Control Joints: Install where an expansion or control joint occurs in surface of construction directly behind plaster membrane, where distance between control joints in plastered surface exceeds 10 feet in either direction, where area within Portland cement panels exceed 100 square feet, where Portland cement plaster panel sizes or dimensions change.

B. Plaster Application:

1. Two-coat plaster over gypsum lath or paper-backed welded wire fabric.
2. Prepare monolithic surfaces for bonded base coats and used bonding compound or agent to comply with requirements of referenced plaster application standards for conditioning of monolithic surfaces.
3. Tolerances: Maximum 1/8" in 10'- 0" from a true plane in finished plaster surfaces, as measured by 10'- 0" straightedge placed at any location on surface.
4. Sequence plaster application with installation and protection of other work, so neither will be damaged by installation of other.
5. Plaster flush with metal frames and other built-in metal items or accessories that act as plaster ground, unless otherwise indicated.
6. plaster is not terminated at metal by casing beads, cut base coat free from metal before plaster sets and groove finish coat at junctures with metal.

C. Portland Cement Plaster/Stucco Application:

1. Portland Cement Plaster Application Standard: Apply Portland cement plaster materials, compositions, and mixes to comply with ASTM C926.
2. Number of Coats: Apply Portland cement plaster, of composition indicated.

3. Finish Coat: Floated finish unless otherwise indicated; match Owner or Owner's representative's sample for texture and color.
4. Moist cure Portland cement plaster base and finish coats to comply with ASTM C926, including recommendations for time between coats and curing in ASTM C926 Annex A2 - Design Considerations.

3.2 ADJUSTING, CLEANING, AND PROTECTION

A. Cutting and Patching:

1. Cut, patch, point-up, and repair plaster as necessary to accommodate other work and to restore cracks, dents, and imperfections.
2. Repair or replace work to eliminate blisters, buckles, excessive crazing and check cracking, dryouts, efflorescence, sweat-out and similar defect, and where bond to substrate has failed.
3. Sand smooth-troweled finishes lightly to remove trowel marks and arises.

B. Cleaning:

1. Remove temporary protection and enclosure of other work.
2. Promptly remove plaster from door frames, windows, and other surfaces that are not to be plastered.
3. Repair floors, walls, and other surfaces stained, marred, or otherwise damaged during plastering work.
4. When plastering is completed, remove unused materials, containers, and equipment, and clean floors of plaster debris.

- #### C. Protection: Provide final protection and maintain conditions, in manner suitable to Installer, that ensures plaster work being without damage or deterioration at time of Substantial Completion.

END OF SECTION 092400

SECTION 099113 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY:

A. Section Includes:

1. Field painting of exposed surfaces.
2. Six-year warranty for labor
3. Six-year warranty for materials from the paint manufacturer.

B. Related Section:

1. 079200 - Joint Sealers.

1.2 REFERENCES

A. Reference Standards: Latest edition as of Specification date.

1. American Society for Testing and Materials (ASTM):
 - a. D3359-95a Test Methods for Measuring Adhesion by Tape Test.
 - b. D3927-87 Standard Guide for State and Institutional Purchasing of Paint.
 - c. D4262-83(88) pH of Chemically Cleaned or Etched Concrete Surfaces.
 - d. D4263-83(93) Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.
2. OSHA Workers Environmental Conditions.
3. National Fire Protection Association (NFPA): NFPA 30 - Flammable and Combustible Liquids Code.

1.3 DEFINITIONS

- A. Alkyd: Oil-based paint.
- B. Latex: Water-based paint.
- C. New Work: Surface or area of a surface not previously painted, including areas patched, replaced, or sandblasted causing a painted or unpainted surface or part of a painted or unpainted surface to exist.
- D. Old Work: Surface that has been previously painted.
- E. Paint: All coating systems materials, including primers, emulsions, enamels, stains, varnishes, sealers and fillers, and other applied materials used as prime, intermediate, or finish coats.
- F. Smooth: A surface free from roughness, ridges, and projections.

1.4 SUBMITTALS

- A. Product Data: Submit Manufacturer Safety Data Sheet (MSDS), manufacturer's technical information, including paint label analysis and application instructions for each material proposed for use.
- B. Samples:
 - 1. Color Chips:
 - a. Before starting work, furnish color chips for surfaces to be painted to the Owner or Owner's representative. Color chips shall comply with approved colors as selected by the Owner or Owner's representative.
 - b. Use representative colors when preparing samples for review.
 - 2. Representative Samples:
 - a. Submit representative samples for review of color and texture only.
 - b. Provide listing of material and application for each coat of each finish sample.
 - c. Provide three samples of each color and material on 6" x 18" panels with texture simulating actual finish. Label and identify each by location.
 - 1. Provide three samples of each color and material on 6" x 18" samples, on wood, of natural and stained wood finish. Label and identify each by location.
 - 2. Provide three 6" x 18" samples of masonry for each type of finish and color, defining filler, prime, and finish coat. Label and identify each by location.
 - d. Resubmit samples as requested by Owner or Owner's representative until acceptable sheen, color, and texture are achieved.
 - 3. Paint Sample: Provide 4-one quart containers of each color or type. Label each container with the name, project number, name of the Contractor, name of the supplier, designated use, and type of paint in the container.
- C. Warranty:
 - 1. Submit paint manufacturer's proposed 6-year warranty document.
 - 2. Warranties require acceptance by The Owner.

1.5 QUALITY ASSURANCE

- A. Qualifications: Paint applicator shall be licensed in the State of Florida or in Miami-Dade County and use state or county-certified journeymen. Provide a legible copy of license and, when applicable, a journeyman's certification attesting to required qualifications.
- B. Certifications:



1. Paint applicator shall provide a certification attesting to having worked on projects similar in scope to this project for a minimum of 5 years. Paint applicator not providing such documentation or not having the required experience will be removed from the project and replaced by the Contractor.
2. Products shall be listed by the Florida Plant Management Association.
- C. Quality assurance issues, including but not limited to, material selection, surface integrity and other tests, surface preparation, painting procedures, workmanship, and warrantability require review and acceptance by The Owner.
- D. Coordination of Work:
 1. Review other sections of the specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates.
 2. Upon request from other trades, furnish information or characteristics of finish materials to be provided, to ensure compatible prime coats are used.
 3. Phase projects to allow a minimum of 28 days for stucco and plaster to cure properly. If painting begins before the 28-day curing period, then a moisture and pH test shall be made according to ASTM D4262 and ASTM D4263. Provide a written record of such test and receive written approval from the Owner or Owner's representative, paint manufacturer.
- E. Mockups:
 1. Provide a mockup of each wall surface condition, allowing space for a minimum of 20 sq.ft. for each color of paint to be used for project wall surfaces. Construct and cure, for a minimum of 28 days, the mockup walls in the same manner as required for the permanent walls.
 2. After coordinating and receiving approval for application onto designated mockup sample walls, apply the approved paint samples.
 3. Duplicate painted finishes of prepared samples on actual wall surfaces and other exterior and interior building components or on specially constructed mockup walls.
 4. Provide full coat finish samples on at least 100 sq.ft. of surface, as directed, until required sheen, color, and texture are obtained. Simulate finished lighting conditions for review of in-place Work.
 - a. Final acceptance of colors will be from samples applied on mockup.
 5. The Contractor will test the mockup sample or selected painted surface according to ASTM D3359. If test fails, retesting shall be at the Contractor's expense.
- F. Surfaces to be Painted:
 1. Except where natural finish of material is specifically noted as surface not to be

painted, paint exposed surfaces with colors as designated in schedules.

2. Where items or surfaces are not specifically mentioned, paint same as similar adjacent materials or areas.
3. If color or finish is not designated, coordinate with Owner or Owner's representative for selection.
4. Paint (red), using stencils, identifications and warnings, following text specified in other sections.
5. Paint (yellow), door-swing arcs and warning lines where required.

G. The following categories of Work are not included as part of field-applied finish work, unless otherwise specified:

1. Pre-Finished Items: Do not include painting of factory-finished or installer-finished specified items such as, but not limited to, pre-finished partition systems, acoustic materials, architectural woodwork and casework, elevator entrance doors and frames, attached signs, elevator equipment, finished mechanical and electrical equipment, light fixtures, switchgear, and distribution cabinets.
2. Concealed Surfaces: Painting is not required, unless noted otherwise on the Drawings, of concrete or masonry surfaces such as walls or ceilings in concealed and areas of limited access, foundation spaces, furred areas, utility tunnels, pipe spaces, duct shafts, and elevator shafts.
3. Finished Metal Surfaces: Painting is not required at metal surfaces of anodized or enameled aluminum, stainless steel, chromium plate, bare copper, bare bronze, and metals of similar finish. Paint visible galvanized steel and mill-finish aluminum surfaces.
4. Operating Parts: Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sensing devices, motor and fan shafts are not required to be painted.

H. Shop Priming:

1. Shop priming of ferrous metal items is included under various sections for structural steel, metal fabrications, hollow metal work, and similar items.
2. Shop priming of fabricated components such as architectural woodwork, wood casework, and shop-fabricated or factory-built mechanical and electrical equipment or accessories are included under other sections of these specifications.

I. Do not paint over code-required labels such as Underwriters Laboratories (UL) and Factory Mutual (FM), name, equipment identification, performance rating, or nomenclature plates, or at piping or circuit identifiers.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to job site in original, new, and unopened packages and containers bearing manufacturer's name and label, and following information:
 - 1. Name or title of material.
 - 2. Federal Specification number.
 - 3. Manufacturer's stock number and date of manufacture.
 - 4. Manufacturer's name.
 - 5. Contents by volume, for major pigment and vehicle constituents.
 - 6. Application instructions.
 - 7. Color name and number.
 - 8. Indicate if paint is for interior or exterior use.
- B. Storage:
 - 1. Store materials not in actual use in tightly covered containers.
 - 2. Maintain containers used in storage of paint in a clean condition, free of foreign materials and residue.
 - 3. Protect from freezing or extreme heat, 95 degrees F. or above.
 - 4. Keep storage area neat and orderly.
 - 5. When flammable materials are to be left on-site during the Work, store the tightly covered materials in cabinets meeting the requirements of NFPA 30 and have FM and UL labeling.
 - 6. Remove from the project site contaminated products from oil-based products and their by-products by the end of each working day.

1.7 PROJECT CONDITIONS

- A. Environmental Requirements:
 - 1. Apply water-based paints only when temperature of surfaces to be painted and surrounding air temperatures are between 50 and 90 degrees F., unless otherwise allowed by paint manufacturer's printed instructions.
 - 2. Do not apply paint in rain, fog, or mist, or when relative humidity exceeds 85 percent, or to damp or wet surfaces, unless otherwise allowed by paint manufacturer's printed instructions.
 - 3. Do not apply paint in areas that are not broom clean and free of dust and debris.
 - 4. Painting may be continued during inclement weather if areas and surfaces to be painted are enclosed and heated within temperature limits specified by paint manufacturer during application and drying periods.
- B. Workers Environmental Conditions:
 - 1. Comply with the standards established in OSHA Workers Environmental

Conditions.

2. Take precautions to ensure that personnel and work areas are adequately protected from fire and health hazards resulting from handling, mixing, and application of paints.
3. Illumination: Provide lighting equal to the permanent lighting planned for designated space.
4. Ventilation: Provide adequate ventilation to prevent buildup of fumes.

1.8 SEQUENCING AND SCHEDULING

- A. Phase projects to allow a minimum of 28 days to properly cure concrete and stucco/plaster surfaces before the application of paint.
- B. Phase the project to allow reasonable time for the inspection and written approval at each phase of the work by the Paint Manufacturer's Representative.

1.9 WARRANTY

- A. Provide a written guarantee, co-signed jointly and severally by the Painting Subcontractor and Materials Manufacturers, against cracking, peeling, flaking, chalking, and mildew on interior painted surfaces, and additionally against erosion and unreasonable fading on exterior surfaces, for 6 years; agreeing to repair and repaint surfaces affected by such defects, at no cost to the Owner including necessary removal or protection of other work, without limit, within 30 days after notification by the Owner, and to perform such work based on the provisions of this section, including extension of the guarantee to cover new work.

1.10 MAINTENANCE

- A. Provide two 5-gallon containers, properly labeled and sealed, of each type and color of finished paint used on the project. If less than 10 gallons of a particular type and color was used, then provide 1 one-gallon container.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Use approved manufacturers
 1. Sherwin Williams.
 2. Benjamin-Moore
 3. Owner or Owner's representative Approved equal.

2.2 MATERIALS

- A. Use materials approved by The Owner.
 1. Latex-based materials shall be used for painting of exterior and interior finishes.
- B. Primers, Undercoats, Split and Finish Coats: Use materials from same manufacturer when such materials are applied on same surface.
- C. Paints for interior and exterior use shall be factory tinted with each stage of coating



application (primer, first coat, and finish coat) to be visually distinguishable from the preceding coat until the final coat. The final coat shall match the selected color.

1. Label each container indicating whether it is primer, first coat, or finish coat.
2. Label each container with the name and number of the color.
3. Label each container indicating if it is intended for exterior or interior usage.

D. Color Selection:

1. Select colors with the Owner or Owner's representative.
2. If color is not listed for a specific area or item, Contractor is not relieved of responsibility for providing colors subsequently selected.
3. Color selection made by Owner or Owner's representative is to determine basic color required for surface.
4. Colors with same designation but produced from two or more sources shall match when viewed from distance of 24 inches or more.
5. Final application of colors shall match prepared samples approved by Owner or Owner's representative.

E. Storage Cabinets and Disposal Containers for Flammable Materials:

1. Meet the requirements of NFPA 30.
2. Contain Factory Mutual (FM) label and Underwriters Laboratories label.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Pre-Construction Inspection: In conjunction with the meeting the Painting Subcontractor and the Materials Manufacturer Representative shall conduct on-site inspections and perform tests to determine
1. Whether the corrective and preparatory work specified below is adequate, excessive, or insufficient to obtain the required performance criteria required in this section and the guarantee.
- B. Do not proceed with the work of this section until conditions detrimental to the proper and timely completion of the work have been corrected in an acceptable manner.
- C. Start of painting operations implies contractor's acceptance of the surface conditions and responsibility for required standards of quality and appearance.

3.2 PREPARATORY WORK

- A. Remove electrical outlet and switch cover plates, finish hardware escutcheons and cover plates, air-conditioning registers, and other finished items installed on surfaces to be painted and replace afterwards or provide protection as approved by Owner or Owner's representative. Protect items and surfaces that cannot be removed or that do not interfere with the painting and leave clean and completely

free of paint.

- B. Clean surfaces of all dirt, dust, or other contaminants that affect adhesion of paint or appearance of paint. Clean grease and oil from metal surfaces with turpentine or mineral spirits and wipe dry before priming. Wire brush or sand metal surfaces to remove rust and scale. Touch-up factory primed surfaces with compatible factory primers. Schedule the cleaning so that contaminants from the cleaning process will not fall onto the wet painted surfaces.
- C. Fill nail holes, cracks, open joints, and other defects after priming or first coat is dry and before second coat is applied.
- D. Allow all coats to dry thoroughly before applying succeeding coats. Comply with paint manufacturer's recommendations.
- E. Prime finished work not shop coated when delivered to the job or as soon as possible after delivery. Back prime all woodwork to be erected against masonry or concrete before erection. Protect the tops and bottoms of all wood doors with a heavy coat of varnish before installation.
- F. Clean and sand surfaces between coats with 150 Fine sandpaper or as recommended by the paint manufacturer.

3.3 APPLICATION

A. General:

- 1. Perform work in a thorough and professional manner in conformance with accepted good practices and requirements of authorities having jurisdiction.
 - 2. Protect finished materials and areas not to be painted by using drop cloths, masking, or other accepted methods.
 - 3. Provide adequate ventilation for proper drying of surfaces before and after painting.
 - 4. Drying Period: Allow each coat to dry thoroughly before succeeding coats are applied. Minimum drying time shall be according to manufacturer's recommendations.
 - 5. Paint Shading: Each coat of paint shall vary sufficiently to easily distinguish it from previous coats of paint, both interior and exterior applications.
 - 6. Observation and Acceptance: As required by paint manufacturer between coats before application of next coat of paint materials.
- B. Apply materials, as they come from manufacturer, to dry surfaces according to manufacturer's directions as printed on container. Any mixing on site requires specific and special approval of the Owner or Owner's representative.
 - C. Apply paint materials to give an even, solid color with each coat. For deep tone finish colors, use deep base primers recommended by manufacturer.

D. Apply paint materials by brush, roller, or spray method.

1. Select method best suited to profile, texture, and finish of existing surface, subject to suitability regarding safety and conditions in existing or occupied areas, and subject to approval by paint manufacturer and Owner or Owner's representative.
2. Apply materials evenly, smoothly flowed on and cut in neatly, without runs, sags, wrinkles, shiners, streaks, and brush marks; drying uniformly to color and sheen selected. Make dividing lines that separate colors straight and clean cut.

E. Dry Film Thickness:

1. Comply with manufacturer's specifications.
2. Minimum Dry Film Thickness: 5 mils (unless otherwise recommended by paint manufacturer), total finished application. Reduction of minimum thickness due to special coating characteristics or application procedures requires written approval for each case.

3.4 FIELD QUALITY CONTROL

A. Notify Owner or Owner's representative, material manufacturers representatives, when critical points in the painting and repainting work are reached, to allow timely inspection and approvals. Critical points include during and after the operation, plus other points designated by the Owner or Owner's representative, or material manufacturer representatives:

1. Surface patching and preparation.

B. Sealing of surfaces.

C. Application of primer and transition coats. Adhesion testing of transition coats may be required.

D. Intermediate and finish coats.

3.5 ADJUSTING AND CLEANING

A. Remove construction debris, material containers, equipment, and other trash resulting from work of project.

B. Upon completion of work, remove stains and paint spots from floors, wall, woodwork, electric trim, hardware, fixtures, and other items of The Owner 's property.

C. Dispose oil-based products, their by-products, and waste contaminated by them, in a manner acceptable to The Owner Safety and Environmental Hazards Management.

3.6 IDENTIFICATION OF SURFACES AND PAINTING SCHEDULE

A. Material designations:

1. Submit requests for substitutions originating from the materials manufacturers

at the Pre-Construction meeting specified in Part 1 of this section.

2. Such substitutions will be considered only to allow manufacturers to meet the terms of guarantees required and will be subject to approval by the Owner or Owner's representative.
3. Substitutions from other sources will be considered as provided in Instructions to Bidders and Agreement general conditions.

B. Special Notes:

1. Sand surfaces normally smooth before application of paint materials and between coats of paint.
2. Preparation not completed or overlooked before application of first coat of paint shall be accomplished between coats of paint, regardless of acceptance on original preparation.
3. Severely corroded metal, if not specified for replacement, may need sandblasting according to SSPC-6 to achieve a warrantable surface for paint.

3.7 EXTERIOR SURFACES PAINT SCHEDULE

A. Stucco Walls:

1. 1st Coat Acrylic Primer-sealer pigmented.
2. 2nd Coat Acrylic latex semi-gloss.
3. 3rd Coat Acrylic latex semi-gloss.

B. Concrete or Blown Stucco Ceilings and Blown Stucco Walls.

1. 1st Coat Filler.
2. 2nd Coat Acrylic latex primer.
3. 3rd Coat Acrylic latex semi-gloss.
4. 4th Coat Acrylic latex semi-gloss.

END OF SECTION 099113

SECTION 099713 – STEEL COATINGS

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. It is the intent of this part of the Contract Documents to cover the work and materials necessary for recoating the existing Truck Wash prefabricated steel building.

1.2 RELATED SECTIONS

- A. The Contractor shall coordinate the work with other trades and furnish and install the equipment in accordance with the manufacturers' requirements.
- B. The Related Work can be found in other Divisions of these specifications, such as, but not limited to:
 - 1. Division 0: Bidding Requirements, Contract Forms, and Conditions of the Contract
 - 2. Division 1 General Requirements
 - 3. Division 2 Existing Conditions
 - 4. Division 5 Metals
 - 5. Division 9 Finishes

1.3 REFERENCES

- A. **SSPC SP 10 / NACE No. 2** – Near-white blast cleaning
- B. **ASTM D1654, D714, D610** – Corrosion, blistering, and rust evaluation
- C. **ASTM D5894** – Cyclic salt fog/UV exposure
- D. **MIL-DTL-24441 / MIL-PRF-85285** – Epoxy and polyurethane coatings
- E. **EPA Method 24 / 40 CFR 59** – VOC compliance

1.4 SUBMITTALS

- A. Manufacturer product data sheets and SDS
- B. VOC compliance documentation
- C. Field adhesion and dry film thickness (DFT) test plans.
- D. Containment and environmental protection procedures.

1.5 SUBMITTALS

- A. SSPC QP1 certified coating contractors.
- B. Field inspection per SSPC PA 2 and ASTM D4138

PART 2 - PRODUCTS

2.1 APPROVED MANUFACTURERS

- A. Sherwin Williams, PPG, Carboline, or Equivalent.
- B. Must demonstrate compliance with performance criteria below.

2.2 EXTERIOR COATING SYSTEM

Layer	Material Type	DFT (mil)	Notes
Primer	Zinc-rich Epoxy (Formula 159 or equivalent)	3.0 – 5.0	Cathodic Protection
Intermediate	Epoxy polyamide (Formula 152 or equivalent)	4.0 – 6.0	Barrier Layer
Topcoat	Aliphatic polyurethane (MIL- PRF-85285 or equivalent)	2.0 – 3.0	UV and abrasion resistance

2.3 PERFORMANCE REQUIREMENTS

- A. $\geq 5,000$ hours salt fog resistance (ASTM B117)
- B. UV resistance per ASTM G154
- C. Adhesion $\geq 4B$ (ASTM D3359)
- D. VOC ≤ 340 g/L

PART 3 – EXECUTION

3.1 SURFACE PREPARATION

- A. Achieve SSPC SP10 blast profile (2-3 mil anchor pattern)
- B. Remove all mill scale, rust, and contaminants.
- C. Verify surface temperature $\geq 5^{\circ}\text{F}$ above dew point

3.2 APPLICATION

- A. Apply coatings per manufacturer's environmental limits
- B. Use airless spray or plural component equipment.
- C. Maintain recoat windows and curing times.

3.3 FIELD QUALITY CONTROL

- A. DFT verification (SSPC PA2)
- B. Use airless spray or plural component equipment.
- C. Holiday detection for cathodic protection zones (ASTM D5162)

3.4 PROTECTION AND CLEANUP

- A. Containment of overspray and abrasive debris (SSPC Guide 6)
- B. Disposal per EPA and local hazardous waste protocols.

END OF SECTION 099713