

CITY OF OPA-LOCKA

The City of Bright Opportunities



REGULAR COMMISSION MEETING Agenda

**Wednesday, July 23, 2025
6:00 PM**

*Commission Chamber
780 Fisherman Street, 3rd Floor
Opa-locka, FL 33054*

City Commission

**Mayor John H. Taylor, Jr.
Vice Mayor Joseph L. Kelley
Commissioner Dr. Sherelean Bass
Commissioner Natasha L. Ervin
Commissioner Luis B. Santiago**

Appointed Officials

**Interim City Manager Sha'mecca Lawson
City Attorney Burnadette Norris-Weeks
City Clerk Joanna Flores, CMC**

SPEAKING BEFORE THE CITY COMMISSION

NOTE: All persons speaking shall come forward and give your full name and address, and the name and address of the organization you are representing.

There is a three (3) minute time limit for speaker/citizens forum and participation at all city commission meetings and public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If your matter requires more than three (3) minutes, please arrange a meeting or an appointment with the City Clerk prior to the commission meeting. City of Opa-locka Code of Ordinances Section 2-57

DECORUM POLICY

Any person making impertinent or slanderous remarks or who become boisterous while addressing the commission, shall be declared to be out of order by the presiding officer, and shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission be granted by the majority vote of the commission members. City of Opa-locka Code of Ordinances Section 2-58

NOTICE TO ALL LOBBYISTS

Any person appearing in a paid or remunerated representative capacity before the city staff, boards, committees and the City Commission is required to register with the City Clerk before engaging in lobbying activities. *City of Opa-locka Code of Ordinances Section 2-18*

FLORIDA STATUTES, CHAPTER 285.0105

"If a person decides to appeal any decision made by the Board, Agency or Commission with respect to the proceedings, and that, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."

PROCEDURES FOR PUBLIC PARTICIPATION

How to watch the meeting

Members of the public can watch public meetings and public hearings at <https://www.youtube.com/user/CityofOpaLocka>

City Commission Meetings are held in-person while allowing virtual participation. Members of the public wishing to address the Commission may do so in person or virtually.

To participate virtually, please register by 6:00 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

CITY OF OPA-LOCKA
"The City of Bright Opportunities"

AGENDA
REGULAR COMMISSION MEETING
July 23, 2025
6:00 PM

1. **CALL TO ORDER:**
2. **ROLL CALL:**
3. **INVOCATION:**
4. **PLEDGE OF ALLEGIANCE:**
5. **AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:**
6. **APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions)**
7. **APPROVAL OF AGENDA:**
8. **APPROVAL OF MINUTES:**

Regular Commission Meeting Minutes - July 9, 2025
9. **DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:**
10. **PUBLIC PRESENTATIONS:**
 1. **Osmani Pelaez, Owner**
Blue Fury Sports Complex
Ref: Parks & Recreation
11. **CITIZENS' FORUM:**
(Opportunity for discussion of any concerns – please limit to 3 minutes)
12. **ACTION ITEMS (items from consent agenda pull list):**
13. **ADMINISTRATION:**

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SETTING THE PROPOSED MILLAGE RATE OF 8.9797 MILLS FOR COMPUTATION OF AD VALOREM TAXES FOR THE CITY OF OPA-LOCKA, FLORIDA AS REQUIRED BY LAW FOR THE BUDGET FOR FISCAL YEAR 2025-2026; ESTABLISHING THE DATE, TIME AND PLACE FOR THE FIRST HEARING TO CONSIDER THE PROPOSED MILLAGE RATE AND PROPOSED BUDGET FOR FISCAL YEAR 2025-2026; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SETTING THE PROPOSED BUDGET FOR THE CITY OF OPA-LOCKA, FLORIDA AS REQUIRED BY THE STATE AND LOCAL AGREEMENT OF COOPERATION BETWEEN THE FLORIDA GOVERNOR AND THE CITY OF OPA-LOCKA, FOR FISCAL YEAR 2025-2026; ESTABLISHING REQUIREMENTS FOR THE APPROVAL OF THE CITY BUDGET ON OR BEFORE AUGUST 1ST AND FORWARDING TO THE GOVERNOR THE PROPOSED ANNUAL BUDGET OF THE CITY AS PRELIMINARILY APPROVED BY THE CITY COMMISSION FOR FISCAL YEAR 2025-2026; AND DIRECTING THE CITY MANAGER TO FORWARD A COPY OF THIS RESOLUTION AND APPROVED PROPOSED BUDGET TO THE GOVERNOR; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI INVITATION FOR BID IFB #1115382 WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING SERVICES; APPROVING EXECUTION OF THE AGREEMENT, ATTACHED HERETO AS EXHIBIT "A", FOR PAVEMENT RESURFACING OF ALI BABA AVENUE, BETWEEN NW 22ND AVE AND NW 27TH AVENUE, WITHIN THE CITY, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTY-EIGHT THOUSAND, SEVEN HUNDRED DOLLARS (\$278,700.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE MIAMI-DADE COUNTY REQUEST FOR PRICE QUOTATION (RPQ) #20240063-R WITH QUALITY PAVING CORP. FOR QUALIFIED PROFESSIONAL SERVICES FOR DRAINAGE IMPROVEMENTS OF MULTIPLE SITES; APPROVING EXECUTION OF THE AGREEMENT, ATTACHED HERETO AS EXHIBIT "A", FOR THE EXCAVATION, INSTALLATION AND CONNECTION OF ADDITIONAL DRAINAGE INFRASTRUCTURE AT NW 133RD STREET, WITHIN THE CITY, IN AN AMOUNT NOT TO EXCEED NINETY-FOUR THOUSAND, TWENTY-THREE DOLLARS AND NINETEEN CENTS (\$94,023.19); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIAL TO SUBMIT A GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF JUSTICE (USDOJ) FOR THE FY 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM, AS ADMINISTERED BY THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) FOR LAW ENFORCEMENT COMMUNITY ENGAGEMENT AND TRAFFIC ENFORCEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO SUBMIT A LETTER OF SUPPORT AND AGREE TO THE TERMS AND REPORTING REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) ALERT TODAY FLORIDA'S HIGH VISIBILITY ENFORCEMENT (HVE) FOR PEDESTRIAN AND BICYCLE SAFETY PROGRAM, THROUGH THE INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT (IPTM)) AT THE UNIVERSITY OF NORTH FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AND EXECUTE A STATEWIDE MUTUAL AID AGREEMENT (SMAA) BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM), IN THE FORM ATTACHED HERETO AS EXHIBIT "A", FOR EMERGENCY SERVICES AND RESOURCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REJECTING MIAMI DADE COUNTY'S REQUEST TO RELEASE WATER SUPPLY SERVICES PROVIDED TO THE AMELIA EARHART PARK RECREATION CENTER; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Commission***
9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING THE CITYWIDE STRATEGIC PLAN CURATED BY THE WHITEHOUSE GROUP, INC.; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Commission***
10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CANCELLATION OF THE CITY'S REGULAR SCHEDULED CITY COMMISSION MEETINGS SET FOR AUGUST 13, 2025**

AND AUGUST 27, 2025; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor*

11. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO EXPLORE AN ON-STREET PAID PARKING AND PERMIT PROGRAM, AS RECOMMENDED BY THE FEASIBILITY STUDY CONDUCTED BY SP PLUS CORPORATION D/B/A SP+ CONSULTING SERVICES (“SP PLUS”); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Kelley***
12. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPALOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO EXPLORE A STREET SWEEPING ORDINANCE, AS RECOMMENDED WITHIN THE FEASIBILITY STUDY CONDUCTED BY SP PLUS CORPORATION D/B/A SP+ CONSULTING SERVICES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Kelley***
13. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO DEVELOP A FORECLOSURE PROCESS FOR CERTAIN PROPERTIES WITH SIGNIFICANT CODE ENFORCEMENT LIENS, WHEN IN THE BEST INTERESTS OF THE CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Kelley***
14. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SELECTING SHA'MECCA LAWSON AS THE PERMANENT CITY MANAGER, SUBJECT TO A NEGOTIATED EMPLOYMENT AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Santiago***

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

A. FIRST READING ORDINANCE(S)/PUBLIC HEARING(S):

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPALOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH SFSE LLC d/b/a SOUTH FLORIDA SCHOOL OF EXCELLENCE TO OCCUPY RENTAL SPACE AT 780 FISHERMAN STREET (SUITE 335); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

B. SECOND READING ORDINANCE(S)/PUBLIC HEARING(S):

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE XI, DIVISION 3 OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES ENTITLED "PLANNING AND ZONING BOARD", SPECIFICALLY SECTION 2-497 (i-ii); ENTITLED "CREATED; COMPOSITION; TERM OF OFFICE; QUALIFICATIONS; ORGANIZATION; MEETINGS RECORDS" TO REDUCE BOARD MEMBERSHIP FROM SEVEN MEMBERS TO FIVE MEMBERS TO COINCIDE WITH THE TERM OF OFFICE FOR CITY COMMISSIONERS; PROVIDING FOR TWO ALTERNATE MEMBERS TO BE RECOMMENDED BY THE CITY MANAGER AND APPROVED BY THE CITY COMMISSION FOR A TWO YEAR TERM; REDUCING THE REQUIREMENT FOR CITY RESIDENTS TO SERVE FROM FOUR RESIDENTS TO THREE RESIDENTS; AMENDING CHAPTER 22, ARTICLE II, SECTION 22-34 OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS ENTITLED "PLANNING AND ZONING BOARD" TO PROVIDE FOR TWO ALTERNATE MEMBERS TO BE APPOINTED BY THE CITY COMMISSION FOR A TWO YEAR TERM; CLARIFYING THAT ALTERNATE MEMBERS SHALL REPLACE A REGULAR MEMBER WHEN A REGULAR MEMBER IS UNAVAILABLE TO ATTEND A MEETING; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; RESCINDING ALL ORDINANCES IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on July 9, 2025).** *Sponsored by Interim City Manager*
2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE XI, DIVISION 13, ENTITLED "HISTORIC ENVIRONMENTAL PRESERVATION BOARD"; SPECIFICALLY SECTION 2-570.81 ENTITLED "CREATED; COMPOSITION; TERM OF OFFICE; QUALIFICATIONS; ORGANIZATION; MEETINGS; RECORDS" TO REDUCE THE BOARD MEMBERSHIP FROM SEVEN MEMBERS TO FIVE MEMBERS; CLARIFYING THAT ALTERNATE MEMBERS SHALL REPLACE A REGULAR MEMBER WHEN A REGULAR MEMBER IS UNAVAILABLE TO ATTEND A MEETING; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING THAT THREE (3) OF THE MEMBERS BE OPA-LOCKA CITY RESIDENTS WITH THE TWO (2) REMAINING MEMBERS BEING PROFESSIONALS IN CERTAIN SPECIFIED FIELDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; RESCINDING ALL ORDINANCES IN CONFLICT; PROVIDING FOR AN**

EFFECTIVE DATE (first reading / public hearing held on July 9, 2025). *Sponsored by Interim City Manager*

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORTS:

20. OFFICIAL BOARD APPOINTMENTS:

Charter Review Board

1 Individual Appointment (Mayor Taylor)

2 At-large Appointments

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. The City of Opa-locka Mayor & Commission present Family Fishing Tournament, **Saturday, July 19, 2025** from 9:00 AM - 12:00 PM, Ingram Park Lakefront, 2100 Burlington Street, Opa-locka, Florida. Hosted by *Vice Mayor Joseph L. Kelley*
2. The City of Opa-locka Mayor & Commission in partnership with UHI Community Care Clinic present the Mayor's Back to School Clinic, **Saturday, July 19, 2025** from 10:00 AM - 4:00 PM. UHI Community Care Clinic, 870 Fisherman Street, Opa-locka, Florida. Pre-registration required. For more information, please call 305.773.3465.
3. City of Opa-locka Charter Review Board Meeting will be held on **Thursday, July 24, 2025** at 6:30 PM, Opa-locka Government Center, 780 Fisherman Street, 3rd Floor Commission Chambers, Opa-locka, Florida.
4. The City of Opa-locka Mayor & Commission Mommy & Me Etiquette Class, **Saturday, July 26, 2025** at 3:00 PM, Sherbondy Village, 215 Perviz Avenue, 2nd Floor, Opa-locka, Florida. RSVP Required, please contact 305.953.2868 Ext. 1101. Hosted by *Commissioner Dr. Sherelean Bass and Queens Academy CEO Coach Delphia Samuels*
5. Interested in joining the Opa-locka Police Explorers 514 Program? The Opa-locka Police Department is hosting a meet and greet on **Thursday, July 31,**

- 2025** from 6:00 PM - 8:00 PM at the Opa-locka Police Department, 780 Fisherman Street, Opa-locka, Florida.
6. **The City of Opa-locka Mayor & Commission present Game Nite Tournament, [Friday, August 1, 2025](#) from 6:30 PM - 8:30 PM, Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, Florida. *Hosted by Vice Mayor Joseph L. Kelley***
 7. **The City of Opa-locka Mayor & Commission present Community Chess and Dominoes Monthly Challenge, [Saturday, August 2, 2025](#) at 12:00 PM - 1:30 PM, Sherbondy Park Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida. *Hosted by Commissioner Dr. Sherelean Bass and Commissioner Luis B. Santiago***
 8. **Please join the City of Opa-locka Mayor & Commission for a 3-on-3 Basketball Tournament, [Saturday, August 2, 2025](#) from 1:00 PM - 5:00 PM, Ingram Park, 2100 Burlington Street, Opa-locka, Florida. For more information, please call 305.953.2868 Ext. 1105. *Hosted by Vice Mayor Joseph L. Kelley***
 9. **City of Opa-locka Mayor & Commission presents a free food distribution in partnership with Farm Share, [Wednesday, August 6, 2025](#) from 9:30 AM - 12:30 PM, Sherbondy Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida. While supplies last, on a first come, first-served basis. *Hosted by Vice Mayor Joseph L. Kelley***
 10. **The City of Opa-locka Mayor & Commission presents Meet Me Monday hosted by Vice Mayor Joseph L. Kelley, [Monday, August 11, 2025](#), at 6:00 PM, at Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, Florida.**
 11. **The City of Opa-locka Mayor & Commission and the Opa-locka Police Department present National Night Out & Book Bag Giveaway, [Tuesday, August 12, 2025](#) from 5:00 PM - 8:00 PM, Sherbondy Park Pavilion, 777 Sharazad Boulevard, Opa-locka, FL 33054. Food, Music and Bookbag Giveaways. For more information, contact 305.953.2868 Ext. 1104.**

For further information, please contact the Office of the City Clerk by telephone at (305) 953-2800 or email jflores@opalockafl.gov.

CITY OF OPA-LOCKA
"The City of Bright Opportunities"

REGULAR COMMISSION MEETING
Wednesday, July 9, 2025
6:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor Jr. called the meeting to order at 6:05 PM on Wednesday, July 9, 2025, at the Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Vice Mayor Joseph L. Kelley, Commissioner Dr. Sherelean Bass, Commissioner Natasha L. Ervin, Commissioner Luis B. Santiago, and Mayor John H. Taylor, Jr. Also, in attendance were: Interim City Manager Sha'mecca Lawson, City Attorney Burnadette Norris-Weeks, City Clerk Joanna Flores, Assistant City Manager George Ellis, Assistant City Attorney Candice Cobb, and Assistant City Clerk Floralba Valdes-Wright.

3. INVOCATION:

The invocation was delivered by Commissioner Dr. Bass.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Mayor Taylor and recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

There were none.

6. APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions)

Vice Mayor Kelley requested to pull item 13-1.

It was moved by Commissioner Bass, seconded by Commissioner Santiago, to approve the Consent Agenda.

There being no additional discussion, the motion to approve the Consent Agenda passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes

Commissioner Bass Yes
Mayor Taylor Yes

7. APPROVAL OF AGENDA:

It was moved by Commissioner Ervin, seconded by Vice Mayor Kelley, to approve the agenda.

There being no discussion, the motion to approve the agenda passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

8. APPROVAL OF MINUTES:

**Rescheduled Regular Commissioner Meeting – June 23, 2025
Sunshine Meeting Minutes - June 30, 2025**

It was moved by Vice Mayor Kelley, seconded by Commissioner Santiago, to approve June 23, 2025, Rescheduled Regular Commission Meeting Minutes.

There being no discussion, the motion to approve the minutes passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

It was moved by Vice Mayor Kelley, seconded by Commissioner Ervin, to approve the June 30, 2025 Sunshine Meeting Minutes.

There being no discussion, the motion to approve the minutes passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

9. DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:

There were no reports.

10. PUBLIC PRESENTATIONS:

1. Amy Vargas, Organizational Systems Director The Whitehouse Group Ref: Strategic Plan

Ms. Vargas introduced the Strategic Plan presentation and acknowledged that Commissioner Ervin was unable to attend the visioning session. She expressed appreciation for the Commission's engagement throughout the process and emphasized the collaborative effort involved in shaping the plan. She noted that her colleague, Mr. Simmons, would lead the presentation and provide an overview of the process, results, and next steps. Ms. Vargas added that she would remain available to answer any questions following the presentation.

Mr. Simmons reviewed the strategic planning timeline, which began with a citywide survey distributed in February and continued through the March 15 visioning retreat. Survey results helped inform the development of the vision and mission statements, core values, and strategic priorities. The final plan, delivered in late April, included seven focus areas and 23 goals, reflecting input from elected officials, appointed staff, and department directors.

Mr. Simmons highlighted the importance of maintaining the plan as a living document, with flexibility to adapt as conditions change. He noted that a decision-making framework was included to guide potential updates and reaffirmations by the Commission. He concluded by encouraging the city to link its strategic goals to the annual budget and to consider how best to share progress with residents as part of an ongoing commitment to transparency and accountability.

Commissioner Santiago asked for clarification on the term "investment" as it appeared in the Strategic Plan, stating that, to him, it referred to attracting outside companies, resources, and private development to support business growth and new housing in Opa-locka. Mr. Simmons responded that investment could mean financial or other types of resources, depending on how the city chooses to define and apply it, and emphasized that determining the specific direction of investment is a decision for the Commission and city administration.

Ms. Vargas explained that the Strategic Plan goals are not currently prioritized and that the Commission's next step is to determine which goals should take precedence. She emphasized that decisions about investment and direction must come from the Commission through that prioritization process. She added that the city's vision should guide the budget, and the budget should reflect the city's values and priorities.

Mayor Taylor confirmed there was no objection from the City Commission to formally adopt the Strategic Plan by at the next Regular City Commission meeting.

2. Osmani Pelaez, Owner Blue Fury Sports Complex Ref: Parks & Recreation

The presentation was deferred until the next Regular Commission meeting.

11. CITIZENS' FORUM:

City Clerk Joanna Flores announced the protocol for public participation at City Commission meetings.

City Clerk Joanna Flores stated there were no virtual public comments.

Mayor Taylor opened the Citizens' Forum. No one came forth to speak. Mayor Taylor closed the Citizens' Forum.

12. ACTION ITEMS (items from consent agenda pull list):

1. **[13-1] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE CONVEYANCE OF THE WATER METER MANIFOLD SYSTEM, EXCLUDING THE SERVICE LINES FROM THE WATER MAINS TO THE INDIVIDUAL BUILDINGS AT THE OPA PARK LLC FACILITY LOCATED AT 1951 NW 141ST STREET, OPA-LOCKA, FROM THE FACILITY MANAGER AND ENTER INTO AN AGREEMENT WITH OWNER, ATTACHED HERETO AS EXHIBIT "A", FOR SAME; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

The above resolution was read by Assistant City Attorney Candice Cobb.

It was moved by Vice Mayor Kelley, seconded by Commissioner Santiago, to discuss Agenda Item 12-1.

Interim City Manager Lawson stated that the city wished to accept ownership, operation, and maintenance of the water and media infrastructure constructed to support individual utility billing for tenants at the OPA Park, LLC facility. She noted that Mr. Austin was present to answer any questions.

Vice Mayor Kelley stated that during his briefing, he requested an amendment to ensure the city properly inspects the utility system before accepting ownership and assuming responsibility. He emphasized the importance of verifying the system's condition to avoid any immediate issues following conveyance and referenced previous discussions about a correction period.

City Attorney Norris-Weeks confirmed that the language had been addressed and would be included in the resolution rather than the agreement, since it pertains to the city's responsibilities. She explained the resolution would include language stating that the interim city manager shall ensure the conveyed utility system is inspected prior to the expiration of the

owner's warranty. She noted that if the Commission preferred a specific timeframe for inspection, it could be added

It was moved by Vice Mayor Kelley, seconded by Commissioner Bass, to amend the resolution as discussed.

There being no additional discussion, the motion to approve the amendment passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

There being no additional discussion, the motion to approve the resolution, as amended, passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE CONVEYANCE OF THE WATER METER MANIFOLD SYSTEM, EXCLUDING THE SERVICE LINES FROM THE WATER MAINS TO THE INDIVIDUAL BUILDINGS AT THE OPA PARK LLC FACILITY LOCATED AT 1951 NW 141ST STREET, OPA-LOCKA, FROM THE FACILITY MANAGER AND ENTER INTO AN AGREEMENT WITH OWNER, ATTACHED HERETO AS EXHIBIT "A", FOR SAME; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

Item was pulled for discussion.

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK THE MIAMI-DADE COUNTY REQUEST TO QUALIFY (RTQ) EVN00000005, WITH HADRONEX, INC. D/B/A SMARTCOVER SYSTEMS FOR THE PURCHASE OF AN EXTENDED SERVICE AGREEMENT FOR THE CITY'S THIRTEEN (13) SMARTCOVERS, FOR AN AMOUNT NOT TO EXCEED TWENTY-SIX THOUSAND, SEVEN HUNDRED TWO DOLLARS (\$26,702.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, ACCEPTING THE PROPOSAL FROM FLOTECH ENVIRONMENTAL, LLC FOR STORMWATER DRAINAGE SYSTEM CLEANING, CCTV EVALUATION AND REPAIR SERVICES, PURSUANT TO RFP NO. 24-1025200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FLOTECH ENVIRONMENTAL, LLC; PROVIDING FOR INCORORATION OF RECITALS; PROVIDING FOR SCRIVENORS ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF ELEMENTZ RECONSTRUCTION LLC. FOR PUBLIC WORKS WATER, STORM AND SEWER INFRASTRUCTURE MANAGEMENT; AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ELEMENTZ RECONSTRUCTION LLC. FOR SAME, IN AN AMOUNT OF ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) ANNUALLY; PROVIDING FOR INCORORATION OF RECITALS; PROVIDING FOR SCRIVENORS ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A CONSENT ORDER WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIORNMENTAL PROTECTION (FDEP), ATTACHED HERETO, TO RESOLVE STORMWATER PHASE I MUNICIPAL SEPARATE STORM SEWER SYSTEM ("MS4") AUDIT DEFICIENCIES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR HISTORIC CITY HALL MANAGEMENT, MAINTENANCE, AND OPERATIONS SERVICES FOR QUALIFIED FIRMS, ORGANIZATIONS, OR INDIVIDUALS TO MANAGE, MAINTAIN, AND OPERATE THE HISTORIC CITY HALL BUILDING AS SET FORTH IN THE DRAFT REQUEST FOR PROPOSAL ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR**

INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.
Sponsored by Interim City Manager

7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR HISTORIC CITY HALL INNOVATIVE AND SUSTAINABILITY FOR MANAGEMENT, MAINTENANCE, AND OPERATION PLANS SERVICES FOR QUALIFIED FIRMS, ORGANIZATIONS, OR INDIVIDUALS TO MANAGE, MAINTAIN, AND OPERATE THE HISTORIC CITY HALL BUILDING, AS DESCRIBED IN THE REQUEST FOR PROPOSALS DRAFT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL FROM BECKER & POLIAKOFF, P.A. FOR FEDERAL, STATE AND LOCAL LEGISLATIVE LOBBYING SERVICES, PURSUANT TO RFQ NO. 25-0514200 AND FURTHER AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BECKER & POLIAKOFF, P.A. FOR SAME; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

14. **NEW ITEMS:**

There were none.

15. **PLANNING & ZONING:**

A. PUBLIC HEARINGS:

There were none.

B. APPEALS:

There were none.

16. **ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:**

A. FIRST READING ORDINANCE(S)/PUBLIC HEARING(S):

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE XI, DIVISION 3 OF THE CITY OF OPALOCKA CODE OF ORDINANCES ENTITLED "PLANNING AND ZONING BOARD", SPECIFICALLY SECTION 2-497 (i-ii); ENTITLED "CREATED; COMPOSITION; TERM OF OFFICE; QUALIFICATIONS;**

ORGANIZATION; MEETINGS RECORDS” TO REDUCE BOARD MEMBERSHIP FROM SEVEN MEMBERS TO FIVE MEMBERS TO COINCIDE WITH THE TERM OF OFFICE FOR CITY COMMISSIONERS; PROVIDING FOR TWO ALTERNATE MEMBERS TO BE RECOMMENDED BY THE CITY MANAGER AND APPROVED BY THE CITY COMMISSION FOR A TWO YEAR TERM; REDUCING THE REQUIREMENT FOR CITY RESIDENTS TO SERVE FROM FOUR RESIDENTS TO THREE RESIDENTS; AMENDING CHAPTER 22, ARTICLE II, SECTION 2234 OF THE CITY OF OPA-LOCKA’S LAND DEVELOPMENT REGULATIONS ENTITLED “PLANNING AND ZONING BOARD” TO PROVIDE FOR TWO ALTERNATE MEMBERS TO BE APPOINTED BY THE CITY COMMISSION FOR A TWO YEAR TERM; CLARIFYING THAT ALTERNATE MEMBERS SHALL REPLACE A REGULAR MEMBER WHEN A REGULAR MEMBER IS UNAVAILABLE TO ATTEND A MEETING; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; RESCINDING ALL ORDINANCES IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

The above ordinance was read by Assistant City Attorney Candice Cobb.

It was moved by Commissioner Bass, seconded by Commissioner Ervin, to discuss Agenda Item 16-A.1.

Interim City Manager Lawson introduced the item and provided a brief background.

Mayor Taylor opened the public hearing. No one came forth to speak. Mayor Taylor closed the public hearing.

There being no additional discussion, the motion to approve the ordinance on first reading passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

- 2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE XI, DIVISION 13, ENTITLED “HISTORIC ENVIRONMENTAL PRESERVATION BOARD”; SPECIFICALLY SECTION 2570.81 ENTITLED “CREATED; COMPOSITION; TERM OF OFFICE; QUALIFICATIONS; ORGANIZATION; MEETINGS; RECORDS” TO REDUCE THE BOARD MEMBERSHIP FROM SEVEN MEMBERS TO FIVE MEMBERS; CLARIFYING THAT ALTERNATE MEMBERS SHALL REPLACE A**

REGULAR MEMBER WHEN A REGULAR MEMBER IS UNAVAILABLE TO ATTEND A MEETING; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING THAT THREE (3) OF THE MEMBERS BE OPA-LOCKA CITY RESIDENTS WITH THE TWO (2) REMAINING MEMBERS BEING PROFESSIONALS IN CERTAIN SPECIFIED FIELDS PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; RESCINDING ALL ORDINANCES IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

The above ordinance was read by Assistant City Attorney Candice Cobb.

It was moved by Commissioner Bass, seconded by Commissioner Ervin to discuss Agenda Item 16-A.2.

Interim City Manager Lawson introduced the item and provided a brief background.

Mayor Taylor opened the public hearing. No one came forth to speak. Mayor Taylor closed the public hearing.

There being no additional discussion, the motion to approve the ordinance on first reading passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

B. SECOND READING ORDINANCE(S)/PUBLIC HEARING(S):

- 1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT “A”; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE INTERIM CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on June 23, 2025).** *Sponsored by Interim City Manager*

The above ordinance was read by Assistant City Attorney Candice Cobb.

It was moved by Commissioner Bass, seconded by Commissioner Ervin, to discuss Agenda Item 16-B.1.

Interim City Manager Lawson introduced the item and provided a brief background.

Mayor Taylor opened the public hearing. No one came forth to speak. Mayor Taylor closed the public hearing.

There being no additional discussion, the motion to approve the ordinance on second reading passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

- 2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REPEALING ORDINANCE 07-03 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on June 23, 2025).
*Sponsored by Interim City Manager***

The above ordinance was read by Assistant City Attorney Candice Cobb.

It was moved by Commissioner Ervin, seconded by Commissioner Bass, to discuss Agenda Item 16-B.2.

Interim City Manager Lawson introduced the item and provided a brief background.

Mayor Taylor opened the public hearing. No one came forth to speak. Mayor Taylor closed the public hearing.

There being no additional discussion, the motion to approve the ordinance on second reading passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

C. RESOLUTION(S):

There were none.

17. CITY MANAGER'S REPORT:

**1. Airia Austin, Director
City of Opa-locka Public Works & Utilities
Ref: Water Distribution Service Area**

Mr. Austin, Public Works Director, presented an overview of the city's external water service areas. He stated that Opa-locka currently serves 940 customers in Miami Gardens, 288 in the Nichols area, the entire Miami Dade College campus, and Amelia Earhart Park, 90% of which lies within city limits. While the park receives sewer service from Miami-Dade County, the city provides all water service.

Mr. Austin explained that the county has requested the city release the Amelia Earhart Park service area to the City of Hialeah. He opposed the request, warning it would result in significant revenue loss for Opa-locka and negatively impact the city's water infrastructure. He noted current annual water revenues from the park exceed \$100,000, with higher potential as the site develops. He urged the Commission to reject the request, emphasizing that any transfer would require a mutual agreement or eminent domain, which is highly unusual between governments.

Interim City Manager Lawson stated that no decision was being requested that evening but wanted to inform the Commission that Miami-Dade County had repeatedly asked the city to release the Amelia Earhart Park service area, which would ultimately be transferred to the City of Hialeah. She noted that Mr. Austin had received multiple emails regarding the request and that she had consistently responded in opposition. She added that despite her refusals, the county continued to press the issue, and she was now presenting it to the Mayor and Commission for discussion. She reiterated that her position remained firmly opposed.

Commissioner Santiago stated that the city would fight to retain the service area and emphasized the importance of unity in standing up against Miami-Dade County. He expressed that the city would no longer allow the county to make unilateral decisions that impact Opa-locka.

Commissioner Ervin asked about a reference in the materials to a previous balance of \$190,867.30 and whether that amount was owed to the city by Amelia Earhart Park. Mr. Austin confirmed the park had owed that amount but had since made the payment, which he believed was prompting the county's renewed push to have the service area transferred to the City of Hialeah.

Mayor Taylor requested that the item be brought forward as a resolution at the next Commission meeting. Interim City Manager Lawson agreed and confirmed that, once adopted, the resolution could be submitted to Miami-Dade County to formally communicate the city's decision.

Mr. Austin added that while the city no longer operates its own water plant, advancements in technology have made modern plants smaller and more efficient. He stated that if the city were to consider reestablishing its own plant in the future, giving up the service area now would not support that goal.

Commissioner Santiago thanked Interim City Manager Lawson for her leadership and commended her and her staff for their work in beautifying the city. He noted that residents had called to express appreciation for cleaner neighborhoods, improved garbage pickup, and drainage maintenance ahead of hurricane season. He emphasized that credit belongs to Interim City Manager Lawson and encouraged residents to thank her directly for the city's visible improvements.

Commissioner Santiago expressed interest in the upcoming budget workshop, with a focus on the police department. He asked Interim City Manager Lawson for an update on officer salaries and safety initiatives outlined in the Strategic Plan. Interim City Manager Lawson responded that PBA negotiations began the previous Thursday and would resume in August. Commissioner Santiago also raised concerns about officers in civilian clothes, and Interim City Manager Lawson explained that investigative staff occasionally wear uniforms once or twice a week. Commissioner Santiago reaffirmed his full support for Interim City Manager Lawson, stating that she is the one entrusted to lead the city and make decisions, and he stood behind her authority 100%.

Vice Mayor Kelley acknowledged the need to revisit housing funding and placement and said he would speak further with Interim City Manager Lawson during the upcoming budget discussions.

Mayor Taylor asked about the Mary Alice Brown site listed in the report and when a temporary fix would be implemented, noting the importance of preparation during hurricane season. Interim City Manager Lawson confirmed the design phase was underway, and Ms. Adriana Rose, CIP Division Manager, added that Public Works would clean the area with a vacuum truck to mitigate flooding. Mayor Taylor also asked if there was a contract in place for additional water pumping support. Interim City Manager Lawson confirmed that a storm drain inspection, cleaning, and repair contract had just been awarded. Mayor Taylor then inquired about the status of Cairo Lane, and Ms. Rose responded that water mains, meters, and fire hydrants were being upgraded, and the area was being cleaned. The city is awaiting final drainage permit approval from the county, and project completion is anticipated by December 2026.

18. OFFICIAL BOARD REPORTS:

There were none.

19. MAYOR/COMMISSION REPORTS:

Commissioner Bass had no report.

Commissioner Santiago highlighted the upcoming budget workshop and said he would bring new ideas to increase revenue and reduce service calls, helping the city succeed in the next fiscal year. He shared plans for a Labor Day celebration at Ingram Park, including fireworks, an auto show, and food trucks at no cost to the city, and asked Commissioner Ervin for support. He also mentioned working with Commissioner Bass to secure donated school uniforms for local students and thanked his colleagues for their continued support.

Vice Mayor Kelley commended the Police Chief and department for their representation at a recent county dinner. He thanked Commissioner Ervin for the themed bingo night and reported that nearly 300 families were served at the last Farm Share event. He announced CERT training dates, the Clerk of Courts Mobile Unit at Helen Miller Center on July 18, and a Feeding South Florida distribution at Segal Park. He invited residents to the July 19 Family Fishing Tournament and shared that Meet Me Monday would return August 11 with Dr. Steve Gallon.

Commissioner Ervin confirmed the July 4 event was postponed due to weather and budget concerns but said the fireworks would be rescheduled. She announced the city's book bag giveaway would now take place August 12 during National Night Out. She shared a moving story about a senior resident winning a TV at bingo and the emotional impact it had. She said she would miss the next bingo event but asked her colleagues to attend and support in her absence.

Mayor Taylor asked Interim City Manager Lawson to provide the Commission with information on how the state's new DOGE initiative might impact the city, noting that Opa-locka has been under financial oversight since 2015, but this would add another layer. He also raised concerns about damaged or leaning road signs throughout the city and requested that staff address them.

Interim City Manager Lawson responded that the city has been actively reporting damaged signs to the county and recently sent an updated list following the agenda briefing. She confirmed that leaning signs could be straightened by staff but missing or severely damaged signs require county action.

Commissioner Santiago asked why speed bumps exist on the east side but not the west side of the city. Vice Mayor Kelley explained that the existing speed bumps were installed years ago before new regulations, and current rules prevent the city from adding them in the same way. He noted that ongoing traffic studies and legislation may help address future needs for traffic calming.

Vice Mayor Kelley also echoed Mayor Taylor's concerns about downed road signs and urged continued follow-up with the county. He recommended raising the issue with the District 1 County Commissioner and stressed the safety risk, especially with school starting soon. Mayor Taylor reported an increase in calls about unusually high-water bills and asked Interim City Manager Lawson to investigate. She confirmed she would review the information and follow up with the county. He also asked about hurricane preparedness efforts, and Interim

City Manager Lawson shared that student workers were packing supply bags, which would be distributed soon.

Mayor Taylor inquired about the amnesty program and whether there were plans to bring it back. Vice Mayor Kelley explained the legislation required the City Manager to evaluate and return with recommendations. Interim City Manager Lawson added that she and Ms. Walker were reviewing models from other cities and planned to bring a proposal to the Commission in September.

Mayor Taylor also reminded residents about the mayor's free back-to-school clinic for uninsured children needing physicals and vaccinations. He acknowledged attending a memorial service for Anthony King Brown with Commissioner Bass and asked for prayers for the family. He shared that the city's appropriations were vetoed by the Governor despite reaching the state budget and thanked staff for their efforts. He closed by celebrating strong academic performance across Opa-locka schools, all of which received A or B ratings.

20. OFFICIAL BOARD APPOINTMENTS:

Charter Review Board

- 1 Individual appointment (Mayor Taylor)
- 2 at-large appointments

There were none but Mayor Taylor noted he would work with the City Clerk to appoint someone sometime this week.

21. ADJOURNMENT:

There being no further business to come before the City Commission, the meeting was adjourned at 7:17 PM.

[Minutes prepared by T. Baclawski, Prototype-Inc.]

RESOLUTION NO. 25-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SETTING THE PROPOSED MILLAGE RATE OF 8.9797 MILLS FOR COMPUTATION OF AD VALOREM TAXES FOR THE CITY OF OPA-LOCKA, FLORIDA AS REQUIRED BY LAW FOR THE BUDGET FOR FISCAL YEAR 2025-2026; ESTABLISHING THE DATE, TIME AND PLACE FOR THE FIRST HEARING TO CONSIDER THE PROPOSED MILLAGE RATE AND PROPOSED BUDGET FOR FISCAL YEAR 2025-2026; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 200.065, Florida Statutes, provides that a taxing authority shall advise the Property Appraiser and Tax Collector of the proposed millage rate, the current year rolled-back rate and the date, time and place of the first budget hearing, at which time a public hearing will be held to consider the proposed millage rate and the tentative budget for the upcoming fiscal year; and

WHEREAS, the City Manager of the City of Opa-Locka has recommended a proposed millage rate of rate of 8.9797 mills for Fiscal Year 2025-2026, commencing October 1, 2025 and ending September 30, 2026.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. The proposed tax levy and millage rate for the City of Opa-Locka, Florida for Fiscal Year 2025-2026, commencing October 1, 2025 and ending September 30, 2026, is hereby proposed to be 8.9797 mills, which is \$8.9797 of property taxes per \$1,000 of assessed property value within the City of Opa-Locka. This represents a 11.25% increase over the rolled-back rate of 8.0720 mills, which is \$8.0720 of property taxes per \$1,000 of assessed property value.

SECTION 3. The date, time and place for the public hearing to consider the above proposed Millage Rate shall be as follows:

PUBLIC HEARING

Date: Wednesday, September 10, 2025

Time: 5:01 p.m.

Place: Commission Chambers, Third Floor, 780 Fisherman Street, Opa-Locka, FL 33054

SECTION 4. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this ____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Department Director:	Bob Anathan		Department Director Signature:	<i>ROBERT ANATHAN</i>			
City Manager:	Sha'mecca Lawson		CM Signature:	<i>Shamecca</i>			
Commission Meeting Date:	July 24, 2024		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
N/A	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
					X		X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: NA		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> All areas			
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

Adoption of Preliminary Millage Rate and Establishing Date, Time and Place for First Budget Hearing

Staff Summary:

The City is required to adopt a proposed millage rate, establish the date, time and place for the initial September hearing, to be entered into the State TRIM (Truth in Millage) system no later than August 4, 2025. Staff recommends a millage rate of 8.9797 mills for FY 26.

Staff further recommends that the first budget hearing be conducted at a Special Commission Meeting on Tuesday, September 10th at 6:00 p.m. Although the first City budget hearing is normally conducted prior to the first Regular Commission Meeting in September, the Miami-Dade School Board will be conducting their second budget hearing on September 10th , and the State TRIM Statute prohibits the City from conducting a budget

RESOLUTION NO. 25-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SETTING THE PROPOSED BUDGET FOR THE CITY OF OPA-LOCKA, FLORIDA AS REQUIRED BY THE STATE AND LOCAL AGREEMENT OF COOPERATION BETWEEN THE FLORIDA GOVERNOR AND THE CITY OF OPA-LOCKA, FOR FISCAL YEAR 2025-2026; ESTABLISHING REQUIREMENTS FOR THE APPROVAL OF THE CITY BUDGET ON OR BEFORE AUGUST 1ST AND FORWARDING TO THE GOVERNOR THE PROPOSED ANNUAL BUDGET OF THE CITY AS PRELIMINARILY APPROVED BY THE CITY COMMISSION FOR FISCAL YEAR 2025-2026; AND DIRECTING THE CITY MANAGER TO FORWARD A COPY OF THIS RESOLUTION AND APPROVED PROPOSED BUDGET TO THE GOVERNOR; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 218.503, Florida Statutes, provides measures to resolve the financial emergency by the City of Opa-Locka, agreeing through the State and Local Agreement of Cooperation between the Governor and the City of Opa-Locka through Executive Order Number 2016-135 to submit to the Governor, on or before August 1st of each year a proposed Annual Budget of the City, as preliminarily approved by the City Commission; and

WHEREAS, the City Manager of the City of Opa-Locka has recommended a proposed budget of Funding (Revenue, Loans, Grants, Interfund Transfers-In and usage of Unassigned Fund Balance) (attached hereto as Exhibit "A") _____ and Expenditure of _____ for Fiscal Year 2025-2026, commencing October 1, 2025 and ending September 30, 2026 based on the underlying assumptions for revenue and expenditure estimates contained in the proposed Annual Budget documented and included with the budget submission, and as amended; and

WHEREAS, should the City Commission desire to make certain changes on September 10, 2025 which require adjustments and recalculation of the proposed annual budget amount (due to interfund transfers), the City Manager shall have the authority to make said changes and include same as a part of this Resolution.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. The City Commission hereby approves the proposed _____ government-wide Annual Budget for the City of Opa-Locka, Florida for Fiscal Year 2025-2026, commencing October 1, 2025 and ending September 30, 2026, for both Funding and Expenditures.

SECTION 3. The date, time and place for the public hearing to consider the above proposed Annual Budget shall be as follows:

PUBLIC HEARING

Date: Wednesday, September 10, 2025

Time: 5:01 p.m.

Place: Commission Chambers, Third Floor, 780 Fisherman Street, Opa-Locka, FL 33054

SECTION 4. The City Manager is hereby directed to transmit the proposed Annual Budget to the State of Florida Governor's Designee, by August 1, 2025 in accordance with Executive Order Number 2016-135.

SECTION 5. The City Manager is hereby authorized to make certain adjustments and recalculate the proposed annual budget amount, due to interfund transfers, in order to reflect the correct budget amount prior to sending this Resolution to the Governor or Governor's Designee.

SECTION 6. This Resolution shall take effect upon adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this ____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Department Director:	Bob Anathan			Department Director Signature:	ROBERT ANATHAN		
Interim City Manager:	Sha'mecca Lawson			ICM Signature:			
Commission Meeting Date:	July 23, 2025		Item Type: (Enter X in box)	Resolution	Ordinance	Other	
				X			
Fiscal Impact: (Enter X in box) N/A	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
	X			Public Hearing: (Enter X in box)	Yes	No	Yes
			X			X	
Funding Source: Account# :	(Enter Fund & Dept) Ex: NA		Advertising Requirement: (Enter X in box)	Yes		No	
							X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address) All areas			
	X						
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

Preliminary Adoption of Proposed FY 26 City Budget To Be Forwarded To The Florida Governor.

Staff Summary:

In accordance with the Local Agreement of Cooperation between the City and the State, the City is required to submit to the State by August 1st each year a proposed budget for the following fiscal year.

Proposed Action:

Staff recommends the City Commission review the proposed budget, direct the City Manager to make adjustments as appropriate, preliminarily approves the amended budget and directs staff to ensure the budget is received by the Governor, or designee, by August 1, 2025.

Attachment:

1. Budget Book
2. Proposed Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI INVITATION FOR BID IFB #1115382 WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING SERVICES; APPROVING EXECUTION OF THE AGREEMENT, ATTACHED HERETO AS EXHIBIT "A", FOR PAVEMENT RESURFACING OF ALI BABA AVENUE, BETWEEN NW 22ND AVE AND NW 27TH AVENUE, WITHIN THE CITY, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTY-EIGHT THOUSAND, SEVEN HUNDRED DOLLARS (\$278,700.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") initiated the Milling & Resurfacing Project to rehabilitate City streets in need of restoration; and

WHEREAS, the project was categorized into phases and prioritized based on the severity of the restoration to extend the fiscal impact over time; and

WHEREAS, the next project phase includes pavement resurfacing of Ali Baba Avenue, between NW 22nd Ave and NW 27th Avenue, within the City; and

WHEREAS, this project will improve driving conditions on the City's roads; and

WHEREAS, pursuant to the City of Miami's Invitation for Bid #1115382, H&R Paving, Inc. was selected as the successful bidder and the City Commission of the City of Opa-Locka desires to piggyback the terms of said bid for an amount not to exceed Two Hundred Seventy-Eight Thousand, Seven Hundred Dollars (\$278,700.00); and

WHEREAS, pursuant to City of Miami's Invitation for Bid #1115382, the Agreement with H&R Paving will expire on March 21, 2026, including extension (Attached Exhibit "B"); and

WHEREAS, pursuant to Section 2-318(3) of the City's Purchasing Code (as approved by Ordinance 2020-07) the City may purchase and acquire under contracts with the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs and when the City Manager has determined that the prices of the original contract are competitive and reasonable; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback the City of Miami Invitation for Bid #1115382, utilizing H&R Paving Inc., for the provision of pavement resurfacing services for Ali Baba Avenue, between NW 22nd Ave and NW 27th Avenue, within the City, for the Milling & Resurfacing Project, as provided herein, in an amount not to exceed Two Hundred Seventy-Eight Thousand, Seven Hundred Dollars (\$278,700.00), in the form attached hereto as Exhibit "A."

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to piggyback on the City of Miami Invitation for Bid #1115382 with H&R Paving Inc. for qualified professional services for pavement resurfacing services and enter into an Agreement with H&R Paving, Inc., attached hereto as Exhibit "A", for pavement resurfacing services for Ali Baba Avenue, between NW 22nd Ave and NW 27th Avenue, within the City, for the Milling & Resurfacing Project, in an amount not to exceed Two Hundred Seventy-Eight Thousand, Seven Hundred Dollars (\$278,700.00).

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this ____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Division Manager:	Adelina Gross		Division Manager Signature:			
Interim City Manager:	Sha'mecca Lawson		ICM Signature:			
Commission Meeting Date:	07.23.2025	Item Type: (Enter X in box)	Resolution	Ordinance	Other	
			X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading
	X					
				Public Hearing: (Enter X in box)	Yes	No
				X		X X
Funding Source: Account# :	(Enter Fund & Dept.) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes		No
						X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:			
	X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)		
	X					
Sponsor Name	City Manager		Department:	Capital Improvements Program		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI IFB 1115382 FOR PAVEMENT RESURFACING SERVICES FOR THE MILLING AND RESURFACING OF ALI BABA AVENUE BETWEEN NW 22ND AVE AND NW 27TH AVENUE.

Staff Summary:

The City initiated the Milling & Resurfacing Project to restore streets in the City in need of restoration. The staff has divided the project into phases based on prioritized needs to spread out the fiscal impact over time. The staff has developed a scope for the Milling and Resurfacing of Ali Baba Avenue between NW 22nd Ave and NW 27th Avenue and received a proposal for this scope for \$278,700.00.

Staff recommends continuing this project as it will enhance the City's image as well as improve driving conditions.

Therefore, Staff is requesting approval from the City Commission to authorize the City Manager to piggyback the City of Miami IFB 1115382 for PAVEMENT RESURFACING SERVICES and accept the proposal from H&R Paving, Inc. for completion of the above-mentioned section of Ali Baba Avenue.

Financial Impact:

Account	Description	Available	Project	Remaining Balance
47-541800	Milling, Resurfacing, Pavement Markings, PTP Funds	\$800,000.00	\$278,700.00	\$521,300.00

Proposed Action:

Staff recommends approval of this item to mitigate possible future safety issues and to provide an overall improvement in driving on the City's roads.

Attachment:

Proposal provided by H&R Paving, Inc.
Street Map
City of Miami NTP Letter and BID form Package in response to the IFB 1115382

**CITY OF OPA-LOCKA AGREEMENT FOR ALI BABA AVENUE
PAVEMENT RESURFACING SERVICES
(CITY MILLING AND RESURFACING PROJECT)**

**Piggyback City of Miami Invitation for Bid (IFB) 1115382 for Pavement
Resurfacing Services**

This Agreement is made this ____ day of _____, 2025, between the City of Opa-Locka, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 780 Fisherman Street, Opa-Locka, Florida 33054 (the "**City**"), and H&R Paving, Inc. whose address is 1955 N.W. 110 Avenue, Miami, FL 33172 (the "**Contractor**").

WITNESSETH

WHEREAS, the Contractor desires to enter into this Agreement ("Agreement") with City to provide Pavement Resurfacing Services for Ali Baba Avenue, between NW 22nd Ave and NW 27th Avenue, within the City (Milling and Resurfacing Project) (the "Project"); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between City of Miami and the Contractor, as set forth in the City of Miami Invitation for Bid for Pavement Resurfacing Invitation for Bid #1115382 ("the IFB"); and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement commences upon fully execution of this agreement and continues through March 21, 2026, unless terminated earlier by its terms.

Section 2. Contract Terms. The Contractor agrees to provide the City with Pavement Resurfacing of Ali Baba Avenue, between NW 22nd Ave and NW 27th Avenue Services, within the City (Milling and Resurfacing Project), in accordance with the City's requirements as set forth herein and the Standard Contract between City of Miami and the Contractor dated on or about March 11, 2021 (the "City of Miami Agreement"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes, and are collectively referred to as the "Contract Documents", and represent the entire agreement between the parties. Contractor's proposal shall also be incorporated hereto as Exhibit "B". In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the City of Miami Agreement and the Contractor's accepted proposal for said work.

Section 3. Scope of Work

The following provisions are included:

A City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Adelina Gross as Capital Improvements Program Manager, shall be the City Representative and may be reached at (305)953-2868 Ext. 3001.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten work days of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Opa-Locka shall be substituted for the City of Miami with regard to any and all provisions of the City of Miami Agreement, the IFB, and the Contractor's bid, including by example and not limitation, with regard to

bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the Project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Sha'mecca Lawson, Interim City Manager
City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida, Florida 33054

Copy To: Burnadette Norris-Weeks, Esq.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Contractor: Raul Gonzalez
1955 N. W. 110 AVE
Miami, FL 33172

Section 5. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 6. E-Verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

Section 7. Anti-human Trafficking. Prior to commencement of services or payment by the City, Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in section 787.06, F.S.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, EMAIL: JFLORES@OPALOCKAFL.GOV OR BY MAIL: CITY OF OPA-LOCKA – CITY CLERK'S OFFICE, 780 FISHERMAN STREET, OPA-LOCKA, FL 33054

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY: City of Opa-Locka

By: _____
Sha'mecca Lawson, Interim City Manager

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE
BY THE CITY OF OPA-LOCKA ONLY:

By: _____
City Attorney
Burnadette Norris-Weeks, P.A.

CONTRACTOR:
H&R Paving, Inc.

By: _____

Witness: _____

PRINT NAME

TITLE

Date: _____

Date: _____

EXHIBIT “A”

EXHIBIT “B”



City of Miami

Invitation for Bid (IFB)

Procurement Department

Miami Riverside Center

444 SW 2nd Avenue, 6th Floor

Miami, Florida 33130

Web Site Address: www.miamigov.com/procurement

IFBNumber:	1115382
Title:	Invitation for Bid for Pavement Resurfacing Services
Issue Date/Time:	11-SEP-2020
IFBClosing Date/Time:	09-OCT-2020 @ 15:00:00
Pre-Bid/Pre-Proposal Conference:	Voluntary
Pre-Bid/Pre-Proposal Date/Time:	September 18, 2020 at 10:00 AM
Pre-Bid/Pre-Proposal Location:	Virtual
Deadline for Request for Clarification:	September 24, 2020 at 2:00 PM
Contracting Officer:	Gray, Tahlia
Hard Copy Submittal Location:	NO HARD COPY SUBMITTALS PERMITTED
Contracting Officer E-Mail Address:	tgray@miamigov.com
Contracting Officer Facsimile:	305-400-5019

Certification Statement

Please quote on this form, if applicable, net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including transportation to destination. The City reserves the right to accept or reject all or any part of this submission. Prices should be firm for a minimum of 180 days following the time set for closing of the submissions.

In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.

We (I) certify that we have read your solicitation, completed the necessary documents, and propose to furnish and deliver, **F.O.B. DESTINATION**, the items or services specified herein.

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations, or debarred or suspended as set in section 18-107 or Ordinance No. 12271.

All exceptions to this submission have been documented in the section below (refer to paragraph and section).

EXCEPTIONS: .

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

PROPOSER NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____ CELL(Optional): _____

SIGNED BY: _____

TITLE: _____ DATE: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM SHALL DISQUALIFY THIS RESPONSE.

Certifications

Legal Name of Firm:

Entity Type: Partnership, Sole Proprietorship, Corporation, etc.

Year Established:

Office Location: City of Miami, Miami-Dade County, or Other

Business Tax Receipt/Occupational License Number:

Business Tax Receipt/Occupational License Issuing Agency:

Business Tax Receipt/Occupational License Expiration Date:

Will Subcontractor(s) be used? (Yes or No)



Please list and acknowledge all addendum/addenda received. List the addendum/addenda number and date of receipt (i.e. Addendum No. 1, 7/1/17). If no addendum/addenda was/were issued, please insert N/A.

If Bidder has a Local Office, as defined under Chapter 18/Article III, Section 18-73 of the City Code, has Bidder filled out, notarized, and included with its bid response the "City of Miami Local Office Certification" form? YES OR NO? (The City of Miami Local Office Certification form is located in the Attachments Section of this solicitation.)

Line: 1

Description: **BIDDERS ARE NOT REQUIRED TO ENTER A UNIT PRICE ON THIS LINE. BIDDERS SHALL SUBMIT THEIR BID PRICES UTILIZING ATTACHMENT E - BID PRICE SHEET, LOCATED IN THE ATTACHMENTS SECTION OF THIS SOLICITATION.**

Category: **98852-00**

Unit of Measure: **Each**

Unit Price: \$_____

Number of Units: **1**

Total: \$_____



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Terms and Conditions

1. General Terms and Conditions

1.1. GENERAL TERMS AND CONDITIONS

Intent: The General Terms and Conditions described herein apply to the acquisition of goods/equipment/services with an estimated aggregate cost of \$25,000.00 or more.

Definition: A formal solicitation is defined as issuance of a/an Invitation for Bid (IFB), Request for Proposals (RFP), Request for Qualifications (RFQ), or Request for Letters of Interest (RFLI) pursuant to the City of Miami Procurement Code and/or Florida Law, as amended. Formal Solicitation and Solicitation shall be defined in the same manner herein.

1.1. ACCEPTANCE OF GOODS, EQUIPMENT OR SERVICES - Any good(s), equipment or services delivered under this formal solicitation, if applicable, shall remain the property of the seller until a physical inspection and actual usage of the good is made, and thereafter is accepted as satisfactory to the City. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods/equipment supplied to the City are found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return the product to the Contractor at the Contractor's expense. In terms of this Solicitation the use of the word "services" includes without limitation professional and personal services as that term professional and personal services is defined by the City of Miami Procurement Ordinance and as set forth in the Definitions Section 18-73 of the City Code.

1.2. ACCEPTANCE OF OFFER -Subject to prior occurrence of all condition's precedent set forth in Section 1.88, The signed or electronic submission of your solicitation response shall be considered an offer on the part of the Proposer; such offer shall be deemed accepted upon the occurrence of all conditions precedent and issuance by the City of a purchase order or notice to proceed, as applicable. In summation, execution of a Professional Services Agreement and/or Agreement, approval by a referendum as stated in this RFP, and issuance by the City of a purchase order, and/or notice to proceed, as applicable.

1.3. ACCEPTANCE/REJECTION -The City reserves the right to accept or reject any or all responses or parts of after opening/closing date and request re-issuance on the goods/services described in the formal solicitation. In the event of such rejection, the Director of Procurement shall notify all affected Proposers and make available a written explanation for the rejection. The City also reserves the right to reject:

- 1.the response of any Proposer who has previously failed to properly perform under the terms and conditions of a Professional Services Agreement ("PSA") and/or Agreement,

2. Failed to deliver on time contracts of a similar nature,
3. Who is not in a position to perform the requirements defined in this formal solicitation
4. Who has been debarred,
5. Who is on the convicted vendors list,
6. Who is indebted to the City,
7. Who is otherwise determined to be non-responsive or non-responsible.

The City further reserves the right to waive any irregularities, minor informalities, or technicalities in any or all responses and may, at its discretion, re-issue this formal solicitation.

1.4. ADDENDA -It is the Proposer's responsibility to ensure receipt of all Addenda. Addenda are available on the BidSync website.

1.5. ALTERNATE RESPONSES WILL NOT BE CONSIDERED.

1.6. ASSIGNMENT - Contractor agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of the resulting Contract, or any or all of its right, title or interest herein, without the City of Miami's prior written consent.

1.7. ATTORNEY'S FEES - In connection with any litigation, mediation and arbitration arising out of this Contract, each party shall bear their own attorney's fees through and including appellate litigation and any post-judgment proceedings.

1.8. AUDIT RIGHTS AND RECORDS RETENTION - The Successful Proposer agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the Contract for three (3) years after the City makes final payment and all other pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the City. The audit and inspection provisions set forth in Sections 18-100

to 18-102, City Code, are deemed as being incorporated by reference herein as set forth in full.

1.9. AVAILABILITY OF CONTRACT STATE-WIDE - Any governmental, not-for-profit, or quasi-governmental entity in the State of Florida, may avail itself of this Contract and purchase any, and all goods/services, specified herein from the Successful Proposer at the Contract price(s) established herein, when permissible by Federal, State, and local laws, rules, and regulations.

Additionally, any governmental entity outside of the State of Florida but, within the Continental United States of America, may avail itself to this Contract and purchase any and all goods/services, specified herein from the Successful Proposer at the Contract price(s) established herein, when permissible by Federal, State, and local laws, rules, and regulations.

Each governmental, not-for-profit or quasi-governmental entity which uses this Formal Solicitation and resulting Contract will establish its own Contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the Successful Proposer.

1.10. AWARD OF CONTRACT:

A.The PSA and/or Agreement, the Formal Solicitation, the Proposer's response, any addenda issued, and the blanket purchase order shall constitute the entire contract, unless modified in accordance with any ensuing amendment or addenda.

B.The award of this contract may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Technical Specifications. Proposer shall be in default of its contractual obligation if such documents are not submitted in a timely manner and in the form required by the City. Where Proposer is in default of these contractual requirements, the City, through action taken by the Department of Procurement, will void its acceptance of the Proposer's Response and may accept the Response from the next lowest responsive, responsible Proposal most advantageous to the City or re-solicit the City's requirements. The City, at its sole discretion, may seek monetary restitution from Proposer and its proposal bond or guaranty, if applicable, as a result of damages or increased costs sustained as a result of the Proposer's default.

C.The term of the contract shall be specified in one of three documents which shall be issued to the Successful Proposer. These documents may either be a blanket purchase order, notice of award and/or contract award sheet.

D.The City reserves the right to automatically extend this contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, and awarded. If the right is exercised, the City shall notify the Proposer, in writing, of its intent to extend the contract at the same price, terms and conditions for a specific number of days.

Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Successful Proposer are in mutual agreement of such extensions.

E. Where the contract involves a single shipment of goods to the City, the contract term shall conclude upon completion of the expressed or implied warranty periods.

F. An PSA and/or Agreement shall be awarded to the Proposer by the City Commission based upon the minimum qualification requirements reflected herein. As a result of a RFP, RFQ, or RFLI, the City reserves the right to execute or not execute, as applicable, an PSA and/or Agreement with the Proposer, whichever is determined to be in the City's best interests. Such PSA and/or Agreement which will be furnished by the City, will contain certain terms as are in the City's best interests, and will be subject to approval as to legal form by the City Attorney. All conditions precedent identified in Section 1.88 before any Agreement is binding.

1.11. BID BOND/ BID SECURITY - A cashier's or certified check, or a Bid Bond signed by a recognized surety company that is licensed to do business in the State of Florida, payable to the City of Miami, for the amount bid is required from all Proposers, if so indicated under the Special Conditions. This check or bond guarantees that the Proposer will accept the order or contract/agreement, as proposed, if it is awarded to the Proposer. Proposer shall forfeit proposal deposit to the City should the City award the contract/agreement to the Proposer and if Proposer fails to accept the award. The City reserves the right to reject any and all surety tendered to the City. Proposal deposits are returned to unsuccessful Proposers within ten (10) days after the award and Successful Proposer's acceptance of award. If sixty (60) days have passed after the date of the formal solicitation closing date, and no contract has been awarded, all deposits will be returned on demand.

1.12. RESPONSE FORM (HARDCOPY FORMAT) - All forms should be completed, signed and submitted accordingly.

1.13. BID SECURITY FORFEITED LIQUIDATED DAMAGES - Failure to execute a PSA and/or Agreement and/or file an acceptable Performance Bond, when required, as provided herein, shall be just cause for the annulment of the award and the forfeiture of the Bid Security to the City, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained. Award may then be negotiated with the next highest ranked responsive and responsible Proposal most advantageous to the City or all responses may be rejected.

1.14. BRAND NAMES - If and wherever in the specifications brand names, makes, models, names of any manufacturers, trade names, or Proposer catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade or quality of goods only. When the City does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When bidding/proposing an approved equal, Proposers will submit, with their response, complete sets of necessary data (factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the equality of the item(s) bid/proposed. The City shall be the sole judge of equality and its decision shall be final. Unless otherwise

specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. Such samples are to be furnished after formal solicitation opening/closing only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) calendar days after a formal request is made.

1.15.CANCELLATION - The City reserves the right to cancel all formal solicitations before its opening/closing. In the event of proposal cancellation, the Director of Procurement shall notify all prospective Proposers and make available a written explanation for the cancellation.

1.16.CAPITAL EXPENDITURES - Proposer understands that any capital expenditures that the firm makes, or prepares to make, in order to deliver/perform the goods/services required by the City, is a business risk which the Contractor must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures, or to maintain the approved status of any Contractor. If Contractor has been unable to recoup its capital expenditures during the time it is rendering such goods/services, it shall not have any claim upon the City.

1.17.CITY NOT LIABLE FOR DELAYS - It is further expressly agreed that in no event shall the City be liable for, or responsible to, the Proposer/Consultant, any sub-contractor/sub-consultant, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the City has no control.

1.18.COLLUSION -Proposer, by submitting a response, certifies that its response is made without previous understanding, agreement or connection either with any person, firm or corporation submitting a response for the same items/services or with the City of Miami's Procurement Department or initiating department. The Proposer certifies that its response is fair, without control, collusion, fraud or other illegal action. Proposer certifies that it is in compliance with the Conflict of Interest and Code of Ethics Laws. The City will investigate all potential situations where collusion may have occurred, and the City reserves the right to reject any and all responses where collusion may have occurred.

1.19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, records keeping, competitive solicitations etc., et. al., as applicable. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as that may in any way affect the goods or equipment offered, including but not limited to:

A.Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.

- B.Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.
- C.The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.
- D.Environment Protection Agency (EPA), as applicable to this Formal Solicitation.
- E.Uniform Commercial Code (Florida Statutes, Chapter 672).
- F.Americans with Disabilities Act of 1990, as amended.
- G.National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.
- H.National Forest Products Association (NFPA), as applicable to this Formal Solicitation.
- I.City Procurement Ordinance City Code Section 18, Article III.
- J.Conflict of Interest, City Code Section 2-611;61.
- K.Cone of Silence, City Code Section 18-74.
- L.The Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.
- M.City Financial Policies, City Code Chapter 18, Article IX.
- N.City of Miami Charter Sections 3(f) (iii) and 29-B.
- O. City of Miami Sale or Lease of Real Property, City Code Chapter 18, Article V.
- P.City of Miami Living Wage Ordinance, Chapter 18, Article X, City Code.
- Q.Alcoholic beverage, food and beverage laws, approvals and permits as required by state and local laws.
- R.Miami -Dade County Shoreline Review Ordinance Chapter 33D, Article III, Miami-Dade County Code.

Lack of knowledge or notice by the Proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, regulations, and laws may be considered grounds for termination of contract(s).

Copies of the City Ordinances may be obtained from the City Clerk's Office.

1.20. CONE OF SILENCE - Pursuant to Section 18-74 of the City of Miami Code, a "Cone of Silence" is imposed upon each RFP, RFQ, or RFLI after advertisement and terminates at the time the City Manager issues a written recommendation to the Miami City Commission. The Cone of Silence shall be applicable only to Contracts for the

provision of goods and services and public works or improvements for amounts greater than \$200,000. The Cone of Silence prohibits any communication regarding RFPs, RFQs, or RFLIs between, among others:

Potential vendors, service providers, Proposers, lobbyists or consultants and the City's professional staff including, but not limited to, the City Manager and the City Manager's staff; the Mayor, City Commissioners, or their respective staffs and any member of the respective selection/evaluation committee.

The provision does not apply to, among other communications:

Oral communications with the City's Procurement staff, provided the communication is limited strictly to matters of process or procedure already contained in the formal solicitation document; the provisions of the Cone of Silence do not apply to oral communications at duly noticed site visits/inspections, pre-proposal conferences, oral presentations before selection/evaluation committees, contract negotiations during any duly noticed public meeting, or public presentations made to the Miami City Commission during a duly noticed public meeting; or communications in writing or by email at any time with any City employee, official or member of the City Commission unless specifically prohibited by the applicable RFP, RFQ, or RFLI documents (See Section 2.2. of the Special Conditions); or communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, or RFLI, by City Procurement staff.

Proposers must file a copy of any written communications with the Office of the City Clerk, which shall be made available to any person upon request. The City shall respond in writing and file a copy with the Office of the City Clerk (clerks@miamigov.com), which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Office of the City Clerk.

In addition to any other penalties provided by law, violation of the Cone of Silence by any Proposer shall render any award voidable. A violation by a particular Proposer, Offeror, Respondent, lobbyist or consultant shall subject same to potential penalties pursuant to the City Code. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with the Miami-Dade County Ethics Commission. Proposers should reference Section 18-74 of the City of Miami Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review City of Miami Code Section 18-74 for a complete and thorough description of the Cone of Silence. You may contact the City Clerk at 305-250-5360, to obtain a copy of same.

1.21. CONFIDENTIALITY - As a political subdivision and Florida municipality, the City of Miami is subject to the Florida Sunshine Act and Public Records Law. If this Contract/Agreement contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.22. CONFLICT OF INTEREST - Proposers, by responding to this Formal Solicitation, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of Miami is financially interested, directly or indirectly, in the purchase of goods/services specified in this Formal Solicitation. Any such interests on the part of the Proposer or its employees must be disclosed in writing to the City. Further, you must disclose the name of any City employee (or former employee of the City who left City service within the past two (2) years) who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the

Proposer's firm.

A. Proposer further agrees not to use or attempt to use any knowledge, property or resource which may be within their trust, or perform their duties, to secure a special privilege, benefit, or exemption for itself, or others. Proposer may not disclose or use information not available to members of the general public and gained by reason of their position, except for information relating exclusively to governmental practices, for their personal gain or benefit or for the personal gain or benefit of any other person or business entity.

B. Proposer who is a person (every officer, official and employee of the city, including every member of any board, commission or agency of the city) as defined in Section 2-611 of the City Code, hereby acknowledges that it has not contracted or transacted any business with the City or any person or agency acting for the City and has not appeared in representation of any third party before any board, commission or agency of the City within the past two years. Proposer further warrants that they are not related, specifically the spouse, son, daughter, parent, brother or sister, to: (i) any member of the commission; (ii) the mayor; (iii) any city employee; or (iv) any member of any board or agency of the City.

C. A violation of this section may subject the Proposer to immediate termination of any Professional Services Agreement with the City, imposition of the maximum fine and/or any penalties allowed by law.

Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics.

1.23. COPYRIGHT OR PATENT RIGHTS - Proposers warrant that there has been no violation of any intellectual property, copyright or patent rights in manufacturing, producing, or selling the goods or equipment shipped or ordered and/or services provided as a result of this formal solicitation, and Proposers agree to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

1.24. COST INCURRED BY PROPOSER - All expenses involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Proposer(s).

1.25. DEBARMENT AND SUSPENSIONS (Sec 18-107)

(a) Authority and requirement to debar and suspend. After reasonable notice to an actual or prospective Contractual

Party, and after reasonable opportunity for such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the city attorney, shall have the authority to debar a Contractual Party, for the causes listed below, from consideration for award of city Contracts. The debarment shall be for a period of not fewer than

three years. The City Manager shall also have the authority to suspend a Contractual Party from consideration for award of city Contracts if there is probable cause for debarment, pending the debarment determination. The authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the city attorney, and the City Commission.

(b) Causes for debarment or suspension. Causes for debarment or suspension include the following:

(1) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract.

(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.

(3) Conviction under state or federal antitrust statutes arising out of the submission of Bids or Proposals.

(4) Violation of Contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Contract or to perform within the time limits provided in a Contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.

(5) Debarment or suspension of the Contractual Party by any federal, state, local, or other governmental (public) agency or entity.

(6) False certification pursuant to paragraph (c) below.

(7) Found in violation of a zoning ordinance for which the violation remains noncompliant.

(8) Found in violation any city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.

(9) Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the Contractual Party performing city Contracts.

(c) Certification. All Contracts for goods and services, sales, and leases by the city shall contain a certification that neither the Contractual Party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(5).

(d) Debarment and suspension decisions. Subject to the provisions of paragraph (a), the City Manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the Contractual Party, along with a notice of said party's right to seek judicial relief.

1.26.DEBARRERED/SUSPENDED VENDORS -An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not: 1) submit a response for a contract to provide goods or services to a public entity; 2) Submit a response on a contract with a public entity for the construction or repair of a public building or public work; 3) Submit response on leases of real property to a public entity; 4) award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and 5) transact business with any public entity.

1.27.DEFAULT/FAILURE TO PERFORM - The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Proposer to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Proposer to meet any terms of this agreement, the City will notify the Proposer of the default and will provide the contractor three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the Contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

A.Failure to perform the work or deliver the goods/services required under the Contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.

B.Failure to begin the work under this Contract within the time specified.

C.Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.

D.Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.

E.Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the successful Proposer incapable of performing the work in accordance with and as required by the Contract.

F. Failure to comply with any of the terms of the Contract in any material respect.

All costs and charges incurred by the City as a result of a default or a default incurred beyond the time limits stated, together with the cost of completing the work, shall be deducted from any monies due or which may become due on this Contract.

1.28. DETERMINATION OF RESPONSIVENESS AND RESPONSIBILITY - Each proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation.

A. Responsive Proposal is one which follows the requirements of the Formal Solicitation, includes all

documentation, is submitted in the format outlined in the Formal Solicitation, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Proposal non-responsive.

B. Determination of Responsibility. A Responsible Proposer shall mean a Proposer who has submitted a proposal and who has the capability, as determined under Section 18-95 of the City Code, in all respects to fully perform the Contract requirements, and the integrity and reliability of which give reasonable assurance of good faith and performance.

1) Proposals will only be considered from any person or firm who are regularly engaged in the business of providing the good(s)/service(s) required by the Formal Solicitation. Proposer must be able to demonstrate a satisfactory record of performance and integrity, and have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements.

2) The City may consider any information available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the City or any other governmental entity, in making the award.

3) The City may require the Proposer(s) to provide documentation that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

1.29. DISCOUNTS OFFERED DURING TERM OF CONTRACT - Discount Prices offered in the response shall be fixed after the award by the Commission, unless otherwise specified in the Special Terms and Conditions. Price discounts off the original prices quoted in the response will be accepted from successful Proposer(s) during the term of the contract. Such discounts shall remain in effect for a minimum of 120 days from approval by the City Commission. Any discounts offered by a manufacturer to Proposer will be passed on to the City.

1.30. DISCREPANCIES, ERRORS, AND OMISSIONS - Any discrepancies, errors, or ambiguities in the Formal Solicitation or addenda (if any) should be reported in writing to the City's Purchasing Department. Should it be found necessary, a written addendum will be incorporated in the Formal Solicitation and will become part of the purchase agreement (contract documents). The City will not be responsible for any oral instructions, clarifications, or other communications.

A. Order of Precedence -Any inconsistency in this formal solicitation shall be resolved by giving precedence to the following documents, the first of such list being the governing documents.

1) PSA and/or Agreement and/or any Amendments to the PSA and/or Agreement

2) Specifications

3)Special Conditions

4)General Terms and Conditions

1.31.EMERGENCY / DISASTER PERFORMANCE - In the event of a hurricane or other emergency or disaster situation, the successful vendor shall provide the City with the commodities/services defined within the scope of this formal solicitation at the price contained within vendor's response. Further, successful vendor shall deliver/perform for the city on a priority basis during such times of emergency.

1.32.ENTIRE BID CONTRACT OR AGREEMENT - The Bid Contract or Agreement consists of this City of Miami Formal Solicitation and specifically this General Conditions Section, Contractor's Response and any written agreement entered into by the City of Miami and Contractor in cases involving RFPs, RFQs, and RFLIs, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the Formal Solicitation and/or Response, the Formal Solicitation and then the Response shall control. This Contract may be modified only by a written agreement signed by the City of Miami and Contractor.

1.33.ESTIMATED QUANTITIES - Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to quantities that will be purchased during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of determining the most advantageous Proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices bid/proposed or at lower prices in this Formal Solicitation.

1.34. EVALUATION OF RESPONSES

A. Rejection of Responses

The City may reject a Response for any of the following reasons:

- 1)Proposer fails to acknowledge receipt of addenda;
- 2)Proposer misstates or conceals any material fact in the Response;
- 3)Response does not conform to the requirements of the Formal Solicitation;
- 4)Response requires a conditional award that conflicts with the method of award;

5)Response does not include required samples, certificates, licenses as required; and,

6)Response was not executed by the Proposer's authorized agent.

The foregoing is not an all-inclusive list of reasons for which a Response may be rejected. The City may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

B. Elimination from Consideration

1)A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is in default on a bid, payment/ performance, bond they have submitted or as the surety bond or certificate furnished has not performed despite demand they do so or otherwise upon any obligation to the City.

2)A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.

3)A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.

C. Determination of Responsibility

1)Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established entity in line with the best industry practices in the industry as determined by the City.

2)The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) with the City or any other governmental entity in making the award.

3)The City may require the Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

1.35. EXCEPTIONS TO GENERAL AND/OR SPECIAL CONDITIONS OR SPECIFICATIONS -
Exceptions to the specifications shall be listed on the Response and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid (IFB) to be considered non-responsive. It also may be cause for a RFP, RFQ, or RFLI to be considered non-responsive; and, if exceptions are taken to the terms and conditions of the resulting agreement it may lead to terminating negotiations.

1.36. F.O.B. DESTINATION - Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the Proposer must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid/proposal price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of bid/proposal.

1.37. FIRM PRICES - The Proposer warrants that prices, terms, and conditions quoted in its response will be firm throughout the duration of the contract unless otherwise specified in the Formal Solicitation. Such prices will remain firm for the period of performance or resulting purchase orders or contracts, which are to be performed or supplied over a period of time.

1.38. FLORIDA MINIMUM WAGE AND CITY OF MIAMI LIVING WAGE ORDINANCE -

A. Florida Minimum Wage. In accordance with the Constitution of the State of Florida, Article X, Section 24, employers shall pay employee wages no less than the minimum wage for all hours worked in Florida. Accordingly, it is the Successful Proposer's/Contractor's and their subcontractor's responsibility to understand and comply with this Florida minimum wage requirement and pay its employees the current established hourly minimum wage rate. This minimum wage rate is subject to change or adjusted by the rate of inflation using the consumer price index ("CPI") for urban wage earners and clerical workers, CPI-W, or a successor index as calculated by the United States Department of Labor. Each adjusted minimum wage rate calculated, shall be determined and published by the Agency Workforce Innovation on September 30th of each year and take effect on the following January 1st.

It is the Proposer's and their subcontractor's (if applicable), full responsibility to determine whether any of their employees may be impacted by this Florida Minimum Wage Law, at any given point in time during the term of the Bid Contract. If impacted, Proposer must provide, with its bid, employee name(s), job title(s), job description(s), and current pay rate(s). Failure to submit this information at the time of bid submittal constitute Successful Proposer's/Contractor's acknowledgement and understanding that the Florida Minimum Wage Law will not impact its prices throughout the term of the Bid Contract, and a waiver of any contractual price increase request(s). The City reserves the right to request and the Successful Proposer/Contractor must provide for any, and all information to make a wage and contractual price increase(s) determination.

B. City of Miami Living Wage Ordinance. The City of Miami adopted a Living Wage Ordinance for City Service Contracts with a total contract value exceeding \$100,000 annually, and that have been competitively solicited and awarded on, or after January 1, 2017 by the City.

"Service Contract" means a contract to provide services to the City, excluding, however, professional services as defined by the "Consultants Competitive Negotiation Act" set forth in F.S. § 287.055, and Section 18-87 of the City Code, and/or the other exclusions provided by Section 18-557 of the City Code. Section 18-557 is attached as Attachment A. Please see provisions in Attachment A.

If a solicitation requires services, effective on January 1, 2017, Contractors must pay to all its employees, who provide services, a living wage of no less than \$15.00 per hour without health benefits; or a wage of no less than \$13.19 an hour, with health benefits.

This language is only a summary of the key provisions of the City of Miami Living Wage Ordinance. Please review Attachment A, attached hereto, for a complete and thorough description of the City of Miami Living Wage Ordinance.

1.39. GOVERNING LAW AND VENUE - The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida. In any action or proceeding each party shall bear their own respective attorney's fees.

1.40. HEADINGS AND TERMS - The headings to the various paragraphs of this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

1.41. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) - Any person or entity that performs or assists the City of Miami with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the City of Miami Privacy Standards. HIPAA mandates for privacy, security and electronic transfer standards, which include but are not limited to:

A. Use of information only for performing services required by the contract or as required by law;

B. Use of appropriate safeguards to prevent non-permitted disclosures;

C. Reporting to the City of Miami of any non-permitted use or disclosure;

D. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential;

E. Making Protected Health Information (PHI) available to the customer;

F. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;

G. Making PHI available to the City of Miami for an accounting of disclosures; and

H. Making internal practices, books and records related to PHI available to the City of Miami for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.42 INDEMNIFICATION - Contractor shall indemnify, hold/save harmless and defend at its own costs and expense the City, its officials, officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract and will indemnify, hold harmless and defend the City, its officials, officers, agents, directors and employees against, any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted work, even if it is alleged that the City, its officials and/or employees were negligent. These indemnifications shall survive the term of this Contract. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by Contractor, or persons employed or utilized by Contractor.

This indemnity will survive the cancellation or expiration of the Contract. This indemnity will be interpreted under the laws of the State of Florida, including without limitation and which conforms to the limitations of §725.06 and/or §725.08, Fla. Statutes, as amended from time to time as applicable.

Contractor shall require all Sub-Contractor agreements to include a provision that they will indemnify the City.

The Contractor agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the City participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the City in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement.

1.43. FORMATION AND DESCRIPTIVE LITERATURE - Proposer must furnish all information requested in the spaces provided in the Formal Solicitation. Further, as may be specified elsewhere, each Proposer must submit for evaluation, cuts, sketches, descriptive literature, technical specifications, and Material Safety Data Sheets (MSDS) as required, covering the products offered. Reference to literature submitted with a previous response or on file with the Buyer will not satisfy this provision.

1.44. INSPECTIONS - The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods and/or services required to be provided by the Contractor under this Contract conform to the terms and conditions of the Formal Solicitation. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of Miami Ordinance No. 12271 (Section 18-79), as same may be amended or supplemented from time to time.

1.45. INSPECTION OF RESPONSE - Responses received by the City pursuant to a Formal Solicitation will not be made available until such time as the City provides notice of a decision or intended decision or within 30 days after bid closing, whichever is earlier. Bid/Proposal results will be tabulated and may be furnished upon request via fax or e-mail to the Sr. Procurement Specialist issuing the Solicitation. Tabulations also are available on the City's Web Site following recommendation for award.

1.46. INSURANCE - Within ten (10) days after receipt of Notice of Award, the successful Contractor, shall furnish Evidence of Insurance to the Purchasing Department, if applicable. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the Special Conditions entitled "Insurance Requirements". The City shall be listed as an "Additional Insured."

Issuance of a Purchase Order is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Solicitation the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Solicitation within fifteen (15) calendar days after receipt Notice of Award, the contractor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Proposer may be prohibited from submitting future responses to the City. Information regarding any insurance requirements shall be directed to the Risk Administrator, Department of Risk Management, at 444 SW 2nd Avenue, 9th Floor, Miami, Florida 33130, 305-416-1604.

The Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in effect for the duration of the contractual period; including any and all option terms that may be granted to the Proposer.

1.47. INVOICES - Invoices shall contain purchase order number and details of goods and/or services delivered (i.e. quantity, unit price, extended price, etc.); and in compliance with Chapter 218 of the Florida Statutes (Prompt Payment Act).

1.48. LOCAL PREFERENCE

A.City Code Section 18-85, states, "when a responsive, responsible non-local bidder submits the lowest bid price, and the bid submitted by one or more responsive, responsible local bidders who maintain a local office, as defined in Section 18-73, is within fifteen percent (15%) of the price submitted by the non-local bidder, then that non-local bidder and each of the aforementioned responsive, responsible local bidders shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local bidder. Contract award shall be made to the lowest responsive, responsible bidder submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local bidder and a non-local bidder, contract award shall be made to the local bidder."

B.City Code Section 18-86, states, "the RFP, RFLI or RFQ, as applicable, may, in the exercise of the reasonable professional discretion of the City Manager, director of the using agency, and the Chief Procurement Officer, include a five (5%) percent evaluation criterion in favor of proposers who maintain a local office, as defined in Section 18-73. In such cases, this five (5%) percent evaluation criterion in favor of proposers who maintain a local office will be specifically defined in the RFP, RFLI or RFQ, as applicable; otherwise, it will not apply.

1.49. MANUFACTURER'S CERTIFICATION - The City reserves the right to request from Proposers a separate Manufacturer's Certification of all statements made in the bid/proposal. Failure to provide such certification may result in the rejection of bid/proposal or termination of contract/agreement, for which the Proposer must bear full liability.

1.50. MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS - No contract or understanding to modify this Formal Solicitation and resultant purchase orders or contracts, if applicable, shall be binding upon the City unless made in writing by the Director of Procurement of the City of Miami, Florida through the issuance of a change order, addendum, amendment, or supplement to the contract, purchase order or award sheet as appropriate.

1.51. MOST FAVORED NATIONS - Successful Proposer shall not treat the City of Miami ("City") worse than any other similarly-situated local government and, in this regard, grants the City a "most favored nations clause" meaning the City will be entitled to receive and be governed by the most favorable terms and conditions that Successful Bidder/Proposer grants now or in the future to a similarly situated local government.

1.52. NO PARTNERSHIP OR JOINT VENTURE - Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Miami and Contractor, or to create any other similar relationship between the parties.

1.53. NONCONFORMANCE TO CONTRACT CONDITIONS - Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other

appropriate testing Laboratories as determined by the City. The data derived from any test for compliance with specifications is public record and open to examination thereto in accordance with Chapter 119, Florida Statutes.

Items delivered not conforming to specifications may be rejected and returned at Proposer's expense. These non-conforming items not delivered as per delivery date in the response and/or Purchase Order may result in Proposer being found in default in which event any and all re-procurement costs may be charged against the defaulted contractor. Any violation of these stipulations may also result in the supplier's name being removed from the City of Miami's Supplier's list.

1.54. NONDISCRIMINATION -Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this formal solicitation. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

In connection with the conduct of its business, including performance of services and employment of personnel, Proposer shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

1.55. NON-EXCLUSIVE CONTRACT/ PIGGYBACK PROVISION - At such times as may serve its best interest, the City of Miami reserves the right to advertise for, receive, and award additional contracts for these herein goods and/or services, and to make use of other competitively bid (governmental) contracts, agreements, or other similar sources for the purchase of these goods and/or services as may be available.

It is hereby agreed and understood that this formal solicitation does not constitute the exclusive rights of the successful Proposer(s) to receive all orders that may be generated by the City in conjunction with this Formal Solicitation.

In addition, any and all commodities, equipment, and services required by the City in conjunction with construction projects are solicited under a distinctly different solicitation process and shall not be purchased under the terms, conditions and awards rendered under this solicitation, unless such purchases are determined to be in the best interest of the City.

1.56. NOTICE REGARDING "CURES" - Proposals submitted with irregularities, deficiencies, and/or technicalities that deviate from the minimum qualifications and submission requirements of Request for Qualifications (RFQ), Request for Proposals (RFP), invitation to bid (ITB), invitation for bids (IFB), invitation to quote (ITQ), Requests for Letters of Interest (RFLI) and Request for Sponsorships (RFS) shall result in a non-responsive determination. any solicitation issued after May 6, 2019, shall comply with APM 2-19. APM 2-19 is attached hereto. only minor irregularities, deficiencies, and technicalities may be allowed to be timely cured by the proposer at the sole discretion of the city. material irregularities, deficiencies, and technicalities cannot be cured by

the proposer, and are not waivable by the city.

PROPOSALS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM THE MINIMUM QUALIFICATIONS AND SUBMISSION REQUIREMENTS OF THIS RFP/Q SHALL RESULT IN A NON-RESPONSIVE DETERMINATION. The City will not give consideration to the curing of any Proposals that fail to meet the minimum qualifications and submission requirements of this RFP/Q. Proposer understands that non-responsive Proposals will not be evaluated and, therefore, will be eliminated from the Evaluation/Selection Process

1.57. OCCUPATIONAL LICENSE - Any person, firm, corporation or joint venture, with a business location in the City of Miami and is submitting a Response under this Formal Solicitation shall meet the City's Occupational License Tax requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Others with a location outside the City of Miami shall meet their local Occupational License Tax requirements. A copy of the license must be submitted with the response; however, the City may at its sole option and in its best interest allow the Proposer to supply the license to the City during the evaluation period, but prior to award.

1.58. ONE PROPOSAL - Only one (1) Response from an individual, firm, partnership, corporation or joint venture will be considered in response to this Formal Solicitation.

1.59. OWNERSHIP OF DOCUMENTS - It is understood by and between the parties that any documents, records, files, or any other matter whatsoever which is given by the City to the successful Proposer pursuant to this formal solicitation shall at all times remain the property of the City and shall not be used by the Proposer for any other purposes whatsoever without the written consent of the City.

1.60. PARTIAL INVALIDITY - If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

1.61. PERFORMANCE/PAYMENT BOND- A Contractor may be required to furnish a Performance/Payment Bond as part of the requirements of this Contract, in an amount equal to one hundred percent (100%) of the contract price.

1.62. PREPARATION OF RESPONSES (HARDCOPY FORMAT) - Proposers are expected to examine the specifications, required delivery, drawings, and all special and general conditions. All bid/proposed amounts, if required, shall be either typewritten or entered into the space provided with ink. Failure to do so will be at the Proposer's risk.

A.Each Proposer shall furnish the information required in the Formal Solicitation. The Proposer shall sign the Response and print in ink or type the name of the Proposer, address, and telephone number on the face page and on each continuation sheet thereof on which he/she makes an entry, where required.

B.If so required, the unit price for each unit offered shall be shown, and such price shall include packaging, handling and shipping, and F.O.B. Miami delivery inside City premises unless otherwise specified. Proposer shall include in the response all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid by the Proposer to its employees. If applicable, a unit price shall be entered in the "Unit Price" column for each item. Based upon estimated quantity, an extended price shall be entered in the "Extended Price" column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will be presumed correct.

C.The Proposer must state a definite time, if required, in calendar days for delivery of goods and/or services.

D.The Proposer should retain a copy of all response documents for future reference.

E.All responses, as described, must be fully completed and typed or printed in ink and must be signed in ink with the firm's name and by an officer or employee having authority to bind the company or firm by his/her signature. Bids/Proposals having any erasures or corrections must be initialed in ink by person signing the response or the response may be rejected.

F.Responses are to remain valid for at least 180 days. Upon award of a contract, the content of the Successful Proposer's response may be included as part of the contract, at the City's discretion.

G.The City of Miami's Response Forms shall be used at all times. Use of any other forms will result in the rejection of the response. **RESPONSES WILL BE SUBMITTED AS FOLLOWS: ONE ORIGINAL HARDCOPY AND SEVEN (7) COPIES IN ELECTRONIC FORMAT (FLASH DRIVE). NO ON-LINE SUBMITTALS WILL BE ACCEPTED. ANY REQUIRED ATTACHMENTS PROVIDED BY THE CITY MUST BE RETURNED TO THE CITY OR YOUR RESPONSE SHALL BE DEEMED NON-RESPONSIVE.**

1.63. PRICE ADJUSTMENTS - Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the City of Miami.

1.64. PRODUCT SUBSTITUTES - In the event a particular good (that has been awarded and approved) becomes unavailable during the term of the Contract, the Contractor awarded that item may arrange with the City's authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery and that the new product meets or exceeds all quality requirements.

1.65. CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS - Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Contract.

1.66. PROMPT PAYMENT -Proposers may offer a cash discount for prompt payment; however, discounts shall not be considered in determining the lowest net cost for response evaluation purposes.

Proposers are required to provide their prompt payment terms in the space provided on the Formal Solicitation. If no prompt payment discount is being offered, the Proposer must enter zero (0) for the percentage discount to indicate no discount. If the Proposer fails to enter a percentage, it is understood and agreed that the terms shall be 2% 20 days, effective after receipt of invoice or final acceptance by the City, whichever is later.

When the City is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

Price discounts off the original prices quoted on the Price Sheet will be accepted from successful Proposers during the term of the contract.

1.67. PROPERTY - Property owned by the City of Miami is the responsibility of the City of Miami. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Miami. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the

Contractor. Damages occurring to such property while in route to the City of Miami shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property, if any.

1.68. PROVISIONS BINDING - Except as otherwise expressly provided in the resulting Contract, all covenants, conditions and provisions of the resulting Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

1.69. PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime may not:

- A. Submit a Bid to provide any goods or services to a public entity.
- B. Submit a Bid on a contract with a public entity for the construction or repair of a public building or public work.
- C. Submit responses on leases of real property to a public entity.
- D. Be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.
- E. Transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.70. PUBLIC RECORDS - Proposer understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and City Code, Section 18, Article III, and agrees to allow access by the City and the public, to all documents subject to disclosure under applicable law. Successful Proposer shall additionally comply with the provisions of Section 119.0701, Florida Statutes, titled "Contracts; public records".

Proposer shall additionally comply with Section 119.0701, Florida Statutes, including without limitation:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service.
- B. Provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements.

E. All electronically stored public records must be provided to the City in a format compatible with the City's information technology systems. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DIVISION OF PUBLIC RECORDS AT (305) 416-1800, VIA EMAIL AT PUBLICRECORDS@MIAMIGOV.COM, OR REGULAR MAIL AT CITY OF MIAMI OFFICE OF THE CITY ATTORNEY, 444 SW 2ND AVENUE, 9TH FL, MIAMI, FL 33130. THE CONSULTANT MAY ALSO CONTACT THE RECORDS CUSTODIAN AT THE CITY OF MIAMI DEPARTMENT WHO IS ADMINISTERING THIS CONTRACT.**

1.71. QUALITY OF GOODS, MATERIALS, SUPPLIES, PRODUCTS, AND EQUIPMENT - All materials used in the manufacturing or construction of supplies, materials, or equipment covered by this solicitation shall be new. The items bid/proposed must be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in this Solicitation.

1.72. QUALITY OF WORK/SERVICES - The work/services performed must be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this Solicitation.

1.73. REMEDIES PRIOR TO AWARD (Sec. 18-106) - If prior to Contract award it is determined that a formal solicitation or proposed award is in violation of law, then the solicitation or proposed award shall be cancelled by the City Commission, the City Manager or the Chief Procurement Officer, as may be applicable, or revised to comply with the law.

1.74. RESOLUTION OF CONTRACT DISPUTES (Sec. 18-105)

A. Authority to resolve Contract disputes. The City Manager, after obtaining the approval of the City Attorney, shall have the authority to resolve disputes between the Proposer and the City which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than \$25,000, the City Commission must approve the City Manager's decision. Such authority extends, without limitation, to disputes based upon breach of Contract, mistake, misrepresentation, or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the City Manager.

B. Contract dispute decisions. If a dispute is not resolved by mutual consent, the City Manager shall promptly render a written report stating the reasons for the action taken by the City Commission, or the City Manager, which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this Section.

1.75. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (SECTION 18-104):

Right to protest.

The following procedures shall be used for resolution of protested solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed \$25,000.00. Protests thereon shall be governed by the administrative policies and procedures of purchasing.

(1) Protest of solicitation.

a. Any prospective proposer who perceives itself aggrieved in connection with the solicitation of a contract may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within three days after the request for proposals, request for qualifications or request for letters of interest is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the chief procurement officer; or

b. Any prospective bidder who intends to contest bid specifications or a bid solicitation may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within three days after the bid solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the chief procurement officer.

(2) Protest of award.

a. Any actual proposer who perceives itself aggrieved in connection with the recommended award of contract may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within two days after receipt by the proposer of the notice of the city manager's recommendation for award of contract. The receipt by proposer of such notice shall be confirmed by the city by

facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the chief procurement officer; or

b. Any actual responsive and responsible bidder whose bid is lower than that of the recommended bidder may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within two days after receipt by the bidder of the notice of the city's determination of non-responsiveness or non-responsibility. The receipt by bidder of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the chief procurement officer.

c. A written protest based on any of the foregoing must be submitted to the chief procurement officer within five days after the date the notice of protest was filed. A written protest is considered filed when received by the chief procurement officer.

The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based and shall include all pertinent documents and evidence and shall be accompanied by the required filing fee as provided in subsection (f). This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the chief procurement officer at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

Authority to resolve protests; hearing officer(s).

Hearing officers appointed by the city shall have authority to resolve protests filed under this chapter of the City Code. The city manager shall appoint a hearing officer, from a separate list of potential hearing officers pre-approved by the city commission, to resolve protests filed in accordance with this section, no later than five working days following the filing of a bid protest. The hearing officer shall have the authority to settle and resolve any written protest. The hearing officer shall submit said decision to the protesting party and to the other persons specified within ten days after he/she holds a hearing under the protest.

(1) Hearing officer. The hearing officer may be a special master as defined in chapter 2, article X, section 2-811 of the City Code, or a lawyer in good standing with the Florida Bar for a minimum of ten years with a preference given to a lawyer who has served as an appellate or trial court judge. The hearing officer may be appointed from alternative sources (e.g. expert consulting agreements, piggyback contracts, etc.) where the city commission adopts a recommendation of the city attorney that such action is necessary to achieve fairness in the proceedings. The engagement of hearing officers is excluded from the procurement ordinance as legal services. The hearing officers appointed in the pre-qualified group should be scheduled to hear protests on a rotational basis.

(2) Right of protest. Any actual bidder or proposer who has standing under Florida law dissatisfied and aggrieved with the decision of the city regarding the protest of a solicitation or the protest of an award as set forth above in this section may request a protest hearing. Such a written request for a protest hearing must be initiated with a notice of intent to protest followed by an actual protest as provided in subsection 18-104(a). The notice of intent to protest and the actual protest must each be timely received by the chief procurement officer and must comply with all requirements set forth in subsection 18-104(a). Failure to submit the required notice of intent to protest and the actual protest within the specified timeframes will result in an administrative dismissal of the protest.

(3) Hearing date. Within 30 days of receipt of the notice of protest, the chief procurement officer shall schedule a hearing before a hearing officer, at which time the person protesting shall be given the opportunity to demonstrate why the decision of the city relative to the solicitation or the award, which may include a recommendation for award by the city manager to the city commission, as applicable, should be overturned. The party recommended for award, if it is a protest of award, shall have a right to intervene and be heard.

(4) Hearing procedure. The procedure for any such hearing conducted under this article shall be as follows:

a. The city shall cause to be served by certified mail a notice of hearing stating the time, date, and place of the hearing. The notice of hearing shall be sent by certified mail, return receipt requested, to the mailing address of the protester.

b. The party, any intervenor, and the city shall each have the right to be represented by counsel, to call and examine witnesses, to introduce evidence, to examine opposing or rebuttal witnesses on any relevant matter related to the protest even though the matter was not covered in the direct examination, and to impeach any witness regardless of which party first called him/her to testify. The hearing officer may extend the deadline for completion of the protest hearing for good cause shown, but such an extension shall not exceed an additional five business days. The hearing officer shall consider the written protest and supporting documents and evidence appended thereto, supporting documents or evidence from any intervenor, and the decision or recommendation as to the solicitation or award being protested, as applicable. The protesting party, and any intervenor, must file all pertinent documents supporting his/her protest or motion to intervene at least five business days before the hearing, as applicable. The hearing officer shall allow a maximum of two hours for the protest presentation and a maximum of two hours for the city response. When there is an intervenor, a maximum of two hours will be added for the intervenor. In the event of

multiple protests for the same project, the hearing officer shall allocate time as necessary to ensure that the hearing shall not exceed a total of one day.

c. The hearing officer shall consider the evidence presented at the hearing. In any hearing before the hearing officer, irrelevant, immaterial, repetitious, scandalous, or frivolous evidence shall be excluded. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible whether or not such evidence would be admissible in trial in the courts of Florida. The hearing officer may also require written summaries, proffers, affidavits, and other documents the hearing officer determines to be necessary to conclude the hearing and issue a final order within the time limits set forth by this section.

d. The hearing officer shall determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the decision was arbitrary, capricious, an abuse of discretion, or unsupported by substantial evidence as a whole. Substantial evidence means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.

e. Within ten days from the date of the hearing, the hearing officer shall complete and submit to the City Manager, the City Attorney, any intervenor, the Chief Procurement Officer, and the person requesting said hearing a final order consisting of his/her findings of fact and conclusions of law as to the denial or granting of the protest, as applicable.

f. The decisions of the hearing officer are final in terms of city decisions relative to the protest.

Any appeal from the decision of the hearing officer shall be in accordance with the Florida Rules of Appellate Procedure.

Compliance with filing requirements.

Failure of a party to timely file either the notice of intent to file a protest or the written protest, together with the required filing fee as provided in subsection (f), with the chief procurement officer within the time provided in subsection (a), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section.

Stay of procurements during protests.

Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the chief procurement officer or the city commission as provided in subsection (b) above, unless the city manager makes a written determination that the solicitation process or the contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

Costs.

All costs accruing from a protest shall be assumed by the protestor.

Filing fee.

The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the bid or proposed contract, or \$5,000.00, whichever is less, which filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the chief procurement officer and/or the city commission, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under subsection (e) above. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings as prescribed by subsection (e) above. (Ord. No. 12271, § 2, 8-22-02; Ord. No. 13629, § 2, 9-8-16).

1.76. SAMPLES - Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, Proposer(s) will be notified to remove samples, at their expense, within 30 days after notification. Failure to remove the samples will result in the samples becoming the property of the City.

1.77. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES - Proposer shall not sell, assign, transfer or subcontract at any time during the term of the Contract, or any part of its operations, or assign any portion of the performance required by this contract, except under and by virtue of written permission granted by the City through the proper officials, which may be withheld or conditioned, in the City's sole discretion.

1.78. SERVICE AND WARRANTY - When specified, the Proposer shall define all warranty, service and replacements that will be provided. Proposer must explain on the Response to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with your response.

1.79. SILENCE OF SPECIFICATIONS - The apparent silence of these specifications and any supplemental specification as to any detail or the omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship and services are to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.

If your firm has a current contract with the State of Florida, Department of General Services, to supply the items on this solicitation, the Proposer shall quote not more than the contract price; failure to comply with this request will result in disqualification of proposal.

1.80. SUBMISSION AND RECEIPT OF RESPONSES - Responses shall be submitted in hardcopy format to the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133-5504, at or before, the specified closing date and time as designated in the RFP, RFQ, or RFLI. **NO EXCEPTIONS.** Proposers are welcome to attend the solicitation closing; however, no award will be made at that time.

A.Hardcopy responses shall be enclosed in a sealed envelope, box package. The face of the envelope, box or package must show the hour and date specified for receipt of responses, the solicitation number and title, and the name and return address of the Proposer. Hardcopy responses not submitted on the requisite Response Forms may be rejected. Hardcopy responses received at any other location than the specified shall be deemed non-responsive.

Directions to City Hall:

FROM THE NORTH: I-95 SOUTH UNTIL IT TURNS INTO US1. US1 SOUTH TO 27TH AVE., TURN LEFT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

FROM THE SOUTH: US1 NORTH TO 27TH AVENUE, TURN RIGHT, PROCEED SOUTH TO SO.

BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

B.Facsimile responses will not be considered.

C.Failure to follow these procedures is cause for rejection of proposal.

D.The responsibility for obtaining and submitting a response on or before the close date is solely and strictly the responsibility of Proposer. The City of Miami is not responsible for delays caused by the United States mail delivery or caused by any other occurrence. Responses received after the solicitation closing date and time will be returned unopened and will not be considered for award.

E. Late responses will be rejected.

F.All responses are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

G.Modification of responses already submitted will be considered only if received at the City before the time and date set for closing of solicitation responses. All modifications must be submitted via the Oracle System or in writing. Once a solicitation closes (closed date and/or time expires), the City will not consider any subsequent submission which alters the responses.

H.If hardcopy responses are submitted at the same time for different solicitations, each response must be placed in a separate envelope, box, or package and each envelope, box or package must contain the information previously stated in 1.82.A.

1.81. TAXES - The City of Miami is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Proposers should be aware of the fact that all materials and supplies which are purchased by the Proposer for the completion of the contract is subject to the Florida State Sales Tax in accordance with Section 212.08, Florida Statutes, as amended and all amendments thereto and shall be paid solely by the Proposer.

1.82. TERMINATION -The City Manager on behalf of the City of Miami reserves the right to terminate this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

A.The contractor is determined by the City to be in breach of any of the terms and conditions of the contract.

B.The City has determined that such termination will be in the best interest of the City to terminate the contract for its own convenience;

C.Funds are not available to cover the cost of the goods and/or services. The City's obligation is contingent upon the availability of appropriate funds.

1.83. TERMS OF PAYMENT - Payment will be made by the City after the goods and/or services awarded to a Proposer have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. No advance payments of any kind will be made by the City of Miami.

Payment shall be made after delivery, within 45 days of receipt of an invoice and authorized inspection and acceptance of the goods/services and pursuant to Section 218.74, Florida Statutes and other applicable law.

1.84. TIMELY DELIVERY - Time will be of the essence for any orders placed as a result of this solicitation. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on their Response. Deliveries are to be made during regular City business hours unless otherwise specified in the Special Conditions.

1.85. TITLE - Title to the goods or equipment shall not pass to the City until after the City has accepted the goods/equipment or used the goods, whichever comes first.

1.86. TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE- All Responses submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets."

If the Response contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the Solicitation number and title marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person.

By your designation of material in your Response as a "trade secret" you agree to indemnify and hold harmless the City for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the City by reason of any legal action challenging your claim.

1.87. UNAUTHORIZED WORK OR DELIVERY OF GOODS- Neither the qualified Proposer(s) nor any of his/her employees shall perform any work or deliver any goods unless a change order or purchase order is issued and received by the Contractor. The qualified Proposer(s) shall not be paid for any work performed or goods delivered outside the scope of the contract or any work performed by an employee not otherwise previously authorized.

1.88. USE OF NAME - The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this Solicitation are to be mentioned, or imply the name of the City, without prior express written permission of the City Manager or the City Commission.

1.89. VARIATIONS OF SPECIFICATIONS - For purposes of solicitation evaluation, Proposers must indicate any variances from the solicitation specifications and/or conditions, no matter how slight. If variations are not stated on their Response, it will be assumed that the product fully complies with the City's specifications.



2. Special Conditions

2.1. PURPOSE

The purpose of this Solicitation is to establish a contract, for pavement resurfacing and roadway repair services, as specified herein, from a source(s), fully compliant with the terms, conditions and stipulations of the Solicitation

2.2. DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION

Any questions or clarifications concerning this solicitation shall be submitted via the BidSync Electronic Bidding System (BidSync), with a copy filed with the Office of the City Clerk via email at Clerks@miamigov.com, pursuant to Section 1.20. Cone of Silence. The solicitation title and number shall be referenced on all correspondence. All questions must be received no later than September 24, 2020 at 2:00 PM. All responses to questions will be sent to all prospective bidders in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

2.3. SUBMISSION AND RECEIPT OF RESPONSE

Electronic Bid submittals to this IFB shall be submitted through the BidSync Electronic Bidding System ("BidSync") until the date and time as indicated in the Solicitation. The responsibility for submitting a Bid on/or before the stated closing time and date is solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by technical difficulties or caused by any other occurrence. Electronic Bid submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as individual files and labeled. Any Bids received and time stamped through BidSync, prior to the Bid submittal deadline, shall be accepted as a timely submittal and anything thereafter will be rejected. Additionally, BidSync will not allow for the electronic Bid submittal after the closing date and time has lapsed. Bids will be opened promptly at the time and date specified.

All expenses involved with the preparation and submission of Bids to the City, or any work performed in connection therewith, shall be borne by the Bidder(s). Accordingly, Bidder(s):

1. Must register, free of charge, with BidSync Electronic Bidding System ("BidSync") to establish an account in order to have access to view and/or respond to any solicitations issued by the City of Miami's Procurement Department ("City").
2. Shall submit all Bids electronically. Hard copy Bid submittals will not be accepted. **NO EXCEPTIONS.**
3. Must submit the Certification Statement and associated solicitation documents which define requirements of items and/or services to be purchased and must be completed and submitted as outlined within the solicitation via BidSync. The use of any other forms and/or the modification of City forms will result in the rejection of the Bidder's Bid submittal.
4. Shall ensure that the Certification Statement is fully completed and provided with your Bid. Failure to comply with these requirements may cause the Bid to be rejected.
5. Must ensure that an authorized agent of the Bidder's firm signs the Certification Statement and submits it electronically. **FAILURE TO SIGN THE CERTIFICATION STATEMENT SHALL DEEM THE BID NON-RESPONSIVE.**

6. May be considered non-responsive if Bids do not conform to the terms and conditions of this solicitation.

This clause supersedes General Terms and Conditions Section 1.62, Preparation of Bids (Hardcopy) and 1.80, Submission and Receipt of Bids, in their entirety.

2.4. PRE-BID CONFERENCE

A Virtual Voluntary pre-bid conference will be held on September 18, 2020 at 10:00 AM, via [this link](#) or via **phone (786) 530-7005; Conference ID: 685822220#**. A discussion of the requirements of the Solicitation will occur at that time.

All questions and answers affecting the scope of work/specifications of the IFB will be included in an addendum, that will be distributed through BidSync, following the Pre-Bid Conference to all the attendees. Because the City considers the Pre-Bid Conference to be critical to understanding the Solicitation requirements, attendance is highly recommended.

It is the Bidder's responsibility, prior to submitting a bid, to acquaint himself/herself thoroughly, regarding any and all conditions and/or requirements that may in any manner affect the work to be performed. No allowances will be made because of lack of knowledge of these conditions.

2.5. BIDDERS MINIMUM REQUIREMENTS

Bids will be considered only from firms that are regularly engaged in the business of providing the services as described in this bid; and that have adequate financial support, equipment and personnel to ensure that they can satisfactorily provide the goods and/or services if awarded a contract under the terms and conditions herein stated. The minimum qualifications for this bid are that the Successful Bidder shall, as of Bid Due Date:

1. Not have any member, officer, or stockholder that is in arrears or is in default of any debt or contract involving the City, is a defaulter surety otherwise, upon any obligation to the City, and/or has failed to perform faithfully on any previous contract with the City.
2. Have no record of pending lawsuit or criminal activities, and have never been declared bankrupt within the last three (3) years.
3. Have adequate financial support, equipment, and organization to ensure that they can satisfactorily provide the goods and/or services if awarded a Contract under the terms and conditions herein stated.
4. Have a current certified license as a General Contractor from the State of Florida Construction Industry License Board for the class of work to be performed, **OR** the appropriate Certificate of Competency or the State Contractor's

Certificate of Registration as issued by Broward or Miami-Dade County Code, which authorizes the Successful Bidder to perform the proposed work. License/Certifications shall be provided with the bid response.

5. Have a satisfactory record of performance for at least three (3) years.
6. Be registered as an entity with the Florida State Department, Division of Corporations, for a minimum of the last three (3) consecutive years, authorizing said entity to do business within the State of Florida.

***NOTE: Holder of all licenses must be an employee of the Successful Bidder. Licenses and certifications shall be provided in the bid response.**

If any or all work required in conjunction with this bid is performed by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the Bidder's proposal.

2.6. METHOD OF AWARD

This Solicitation is divided into two (2) Groups: Group 1 - Federally Funded Projects; and Group 2 - Non-Federally Funded Projects. Bidders can bid on one Group or both Groups, using the applicable Bid Price Sheet(s).

Award of this contract will be made to the lowest responsible and responsive bidder(s), who bid on all items in the aggregate, meeting Specifications. The City shall select up to three (3) vendor(s), with the lowest deemed the "primary vendor" and the next lowest the "secondary vendor", and so on, in the order of lowest prices provided to the City. Should the "primary vendor" not be able to provide the item at the time needed, the City has the option to select the next lowest "secondary vendor" to fulfill the order and so forth.

2.7. TERM OF CONTRACT

The Contract shall commence upon the date of notice of award and shall be effective for three (3) years with the option to renew for two (2) additional two (2) year periods, subject to the availability of funds for succeeding fiscal years.

Continuation of the contract beyond the initial period is a City prerogative; not a right of the Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

2.8. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

- (1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.
- (2) Availability of funds.

2.9. ESCALATION CLAUSE

The City acknowledges the fluctuating nature of prices for items specified. Accordingly an escalator/de-escalator clause will be accepted only under the following condition.

The Successful Bidder(s) will be allowed to increase/decrease their contractual prices annually to cover future drastic fuel price changes. The market changes will be determined utilizing the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, Miami-Ft. Lauderdale, FL., Gasoline (Unleaded Regular), and Index Base Period between 2017 through 2020. The escalation using the CPI will be determined by the percent change in the level of the CPI between the reference period and a subsequent time period. This will be calculated by first determining the index point change between the two periods and then the percent change. The following example illustrates the computation of percent change:

CPI for current period (2018)	136.0
Less CPI for previous period (2017)	129.9
Equals index point change	6.1
Divided by previous period CPI	129.9
Equals	0.047
Result multiplied by 100	0.047 x 100
Equals percent change	4.7

The Procurement Department may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to circumstances beyond the Successful Bidder(s) control, (2) the volatility affects the marketplace or industry, not just the particular contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Successful Bidder(s) that continued performance of the contract would result in a substantial loss. Successful Bidder(s) might have to supply documentation to justify any requested percentage increase in cost to the City of Miami.

2.10. SPECIFICATION EXCEPTION

Specifications are based on the most current information available. Bidder shall notify the City of Miami Procurement Department, in writing, no less than ten (10) days prior to solicitation closing date of any change in the manufacturers' specifications which conflict with the specifications. For hard copy bid submittals, bidders must explain any deviation from the specifications in writing as a footnote on the applicable specification page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their submission. For electronic bid submittals, bidders must explain in the Header Section or by an Attachment and, if applicable, enclose a scanned copy of the manufacturer's specifications data detailing the changed item(s) with their submission. Additionally, bidders must indicate any options requiring the addition of other options, as well as those which are included as a part of another option. Failure of bidders to comply with these provisions will result in bidders being held responsible for all costs required to bring the item(s) in compliance with contract specifications.

2.11. NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to the Successful Bidder(s)/Proposer(s) of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City. No guarantee, warranty or representation is made that any project(s) will be awarded to any firm(s).

2.12. INSURANCE REQUIREMENTS

The Successful Bidder(s) shall furnish to City of Miami, c/o Procurement Department, 444 SW 2nd Avenue, 6th Floor, Miami, Florida 33130, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

I. Commercial General Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence \$1,000,000

General Aggregate Limit \$ 2,000,000

Products/Completed Operations \$ 1,000,000

Personal and Advertising Injury \$1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

Contingent and Contractual Liability

Premises and Operations Liability

Explosion, Collapse and Underground Hazard

Primary Insurance Clause Endorsement

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Combined Single Limit

Any Auto

Including Hired, Borrowed or Non-Owned Autos

Any One Accident \$ 1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

III. Worker's Compensation

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

A. Employer's Liability

Limits of Liability
\$1,000,000 for bodily injury caused by an accident, each accident.
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

IV. Umbrella Liability

A. Limits of Liability
Bodily Injury and Property Damage Liability
Each Occurrence \$ 2,000,000
Aggregate \$ 2,000,000

City of Miami listed as an additional insured. Coverage is excess follow form over the general liability and auto policies.

V. Owners and Contractors Protective Liability

Each Occurrence \$1,000,000
Policy Aggregate \$1,000,000
City of Miami listed as the named insured

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance to policy provisions.

BINDERS ARE UNACCEPTABLE.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the bidder.

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 V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: CITY BID NUMBER AND/OR TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the bidder of their liability and obligation under this section or under any other section of this Agreement.

If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (10) calendar days in advance of such expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall:

- Suspend the contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the Invitation For Bid.
- The City may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Successful Bidder in conjunction with the General and Special Terms and Conditions of the Solicitation.

The Successful Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Bidder. **See Attachment A - Insurance Addendum.**

2.13. BID BOND

All bids must be accompanied by a Bid Bond in the amount of 5% of the total bid submitted, to be in the form of a Cashier's Check or Money Order made payable to the City of Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935. The bond, from all unsuccessful bidders, if in the form of a Cashier's Check, will be returned after bid award. Prospective Bidders may either (1) utilize the BidSnyk "Surety 2000" platform to submit bid bonds or (2) mail in their original bid bond to the City. If option #2 is utilized, Bidder shall submit a copy of the bid bond with their electronic bid submission.

2.14. REFERENCES

Each bid must be accompanied by a list of three (3) references, by completing Attachment B - Reference Submittal Form. NO BID WILL BE CONSIDERED WITHOUT THIS LIST. These references must be from contracts within

the last three (3) years and for services as described in this solicitation.

2.15. CURES

Please refer to Attachment C - APM Regarding Cures and **Section 1.56, Notice Regarding "Cures"** of the General Terms and Conditions of this Solicitation.

2.16. TIE BIDS

Whenever two or more Bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

2.17. PROJECT MANAGER

Upon award, Successful Bidder shall report and work directly with the City Engineer assigned, or designee, who shall be designated as the Project Manager(s) for the City.

2.18. SUBCONTRACTOR(S)

Bidder must list any or all subcontractor(s) that may be utilized to assist in the performance of the work specified herein on Attachment D - Subcontractors, if applicable. Any subcontractor(s) listed must meet the same requirements and submit the same information listed under the Bidder's Minimum Qualifications section. All information required shall be included in the solicitation response. If Bidder does not include any subcontractor(s) as part of its bid submittal, it will be construed that bidder will be able to handle the entire workload by itself and will not be allowed to subcontract any of the work unless it request in writing the hiring of subcontractor(s) with the

aforementioned requirements attached to its request within seventy two (72) hours of considering hiring subcontractor(s). The City will grant or deny such request in writing within forty-eight (48) hours of receiving said request.

2.19. CONTINGENCY

Items so entitled on the Bid document shall be the cash allowance sum per contract year, and in the amount indicated. These shall be included in the Bid to provide funds for payment for items of work not foreseen at the time of bidding. Payment from these Bid Items will be made only as directed by the Project Manager, or designee. The Successful Bidder is not obligated to contingency funds and should not expect to receive them unless used for work not foreseen at the time of bidding.

2.20. RESPONSE TIME

A twenty-four (24) hour response time is required. Failure to respond to any assigned project within the specified time will result in the successful vendor paying any and all costs associated with the repairs performed by a secondary vendor.

2.21. COMPLETED WORK

The City shall be notified by the Successful Bidder upon completion of work. The City shall inspect and approve completed work before authorizing payment. Work not satisfactorily completed shall be redone by the Successful Bidder at no additional charge to the City.

2.22. EMERGENCY/DISASTER PERFORMANCE

In the event of a hurricane or other emergency or disaster situation, the Successful Bidder(s) shall provide the City with services defined within the scope of work of this solicitation at the price contained within the Successful Bidder(s)' bid response. Further, the Successful Bidder(s) shall perform for the City on a priority basis during such times of emergency.

2.23. METHOD OF PAYMENT

Payment will be made within forty-five (45) calendar days, in accordance with Florida Statutes Sections 218.73 and 218.74 of the Prompt Payment Act for services rendered the previous month, upon submission of properly certified/approved invoices. All such information shall be provided to the City Project Manager, or designee.

The City will pay the contract price minus any liquidated damages and/or other damages to the Successful Bidder upon completion and acceptance. Damages caused by the Successful Bidder's employees shall be estimated by the City Project Manager, or designee and computed actual costs and repairs shall be deducted from the Successful Bidders total monthly billing.

Each invoice shall include total cost as well as, proof of payment to subcontractors and suppliers with corresponding release of liens forms and affidavits.

2.24. LIQUIDATED DAMAGES

Failure to complete the project in accordance with the specifications and to the satisfaction of the City within the time stated, shall result in liquidated damages being assessed. The Successful Bidder shall be subject to an assessment of liquidated damages in the amount of \$100.00 for each and every calendar day the work remains incomplete (not to exceed the total amount of the contract), as compensation due to the City for loss of use and for additional costs incurred by the City due to such incompleteness of the work. The City shall have the right to deduct said liquidated damages from any amount due or that may become due to the Successful Bidder under this agreement or to invoice the Successful Bidder for such damages if the costs incurred exceed the amount due to the Successful Bidder.

2.25. CONTRACTOR TO BE REPRESENTED

The Successful Bidder, at all times, must either be personally present at the worksite or be represented at the worksite by a responsible agent or agents designated by the Successful Bidder in written notice to the City prior to the beginning of work. Such notification shall include pertinent data such as addresses, phone numbers, etc., where said agent or agents may be contacted at any time of the day or night. The agent or agents shall be clothed with full authority to act for the Successful Bidder in all cases, and to carry out any instructions relative to the work may be given by the City.

2.26. USE OF PREMISES

The Successful Bidder shall confine their equipment, apparatus, the storage of materials, and the operation of their workmen to the limits indicated by law, ordinances, permits, or direction of the Project Manager, or designee, and shall not unreasonably encumber the premises with his/her materials. The Successful Bidder shall take all measures necessary to protect their own materials.

2.27. DAMAGES TO PUBLIC/PRIVATE PROPERTY

The Successful Bidder shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the Successful Bidder, at their expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed one month from date damage was done.)

2.28. PUBLIC CONVENIENCE AND SAFETY

The Successful Bidder shall conduct their work so as to interfere as little as possible with private business or public travel. The Successful Bidder shall, at their own expense, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property, and the Successful Bidder shall be liable for all damages occasioned in any way by their actions or neglect or that of their agents or employees.

The Successful Bidder shall meet the following noise abatement performance standards for all construction equipment. The operation or permitting the operation of any tool or equipment is prohibited:

1. Between the hours of 6:00 PM and 8:00 AM the following day on weekdays, or at any time on Sundays or holidays, such that the sound therefrom creates a noise disturbance across and at a residential district boundary or within a noise sensitive zone, except for emergency work of public service utilities or by special permission issued pursuant to subsection (c) of City of Miami Ordinance Section 36-6, Construction Equipment.
2. At any other time, such that the sound level at or across a real property boundary exceeds a reading of 0.79 weighted average dBA for the daily period of operation. Such sound levels shall be measured with a sound level meter manufactured according to standards prescribed by the American National Standards Institute.

2.29. SAFETY MEASURES

Successful Bidder shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by their operation and work in progress must be posted.

All employees of Successful Bidder shall be expected to wear safety eyewear, appropriate clothing, and hearing protection when and wherever applicable. The Successful Bidder shall use only equipment that is fully operational and in safe operating order. Successful Bidder shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity - work shall cease until it is safe to proceed.

2.30. ENVIRONMENTAL REGULATIONS

The City reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in investigating a Bidder's responsibility, and further reserves the right to declare a Bidder non-responsible if the history of violations warrant such determination in the opinion of the City.

2.31. ADDITIONS/DELETIONS OF SERVICES/ITEMS/SUPPLIERS

Although this Solicitation identifies specific services/items to be serviced, it is hereby agreed and understood that any service/item/supplier may be added/deleted to/from this contract at the option of the City. When an addition to the contract is required, the Successful Bidder(s) under this contract shall be invited to submit price quotes for these new services/items. If these quotes are comparable with market prices offered for similar services/items, they shall be added to the contract whichever is in the best interest of the City and an amendment and a separate purchase order shall be issued by the City. If these quotes are not comparable with market prices offered, they shall be quoted by additional suppliers and an amendment and separate purchase order shall be issued by the City.

2.32. ADDITIONAL CONTRACTOR(S) OR SUBCONTRACTOR(S)

There are no implied or express guarantee that all Successful Bidders under this contract will receive work assignments during any given catastrophic events such as tornadoes, hurricanes, severe storms or any other public emergency. However, the City reserves the right to assign work to multiple Successful Bidders at any given point in time, add Contractor(s) who were not part of the initial award to the contract or direct Successful Bidder(s) to hire Subcontractor(s), which may or may not be part of this bid contract, to expedite the clean-up efforts of debris to restore normalcy and order to the lives of City residents, businesses, and general public in an expeditious manner.

2.33. FAILURE TO PERFORM

Should it not be possible to reach the Successful Bidder or supervisor and/or should remedial action not be taken within forty-eight (48) hours of any failure to perform according to specifications, the City reserves the right to declare the Successful Bidder in default of the contract or make appropriate reductions in the contract payment.

2.34. TERMINATION

A. FOR DEFAULT

If Successful Bidder defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Miami. In such event the Successful Bidder shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Bidder was not in default or (2) the Successful Bidder's failure to perform is without their or their Subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Miami.

B. FOR CONVENIENCE

The City Manager may terminate this Contract, in whole or in part, upon 30 days prior written notice when it is in the best interest of the City of Miami. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Miami the Successful Bidder will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Miami shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

2.35. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included as part of your solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General Conditions and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the Bidder's authorized signature affixed to the Bidder's/Proposer's acknowledgment form attests to this.

2.36. FEDERALLY FUNDED PROJECTS

2.36.a) INTRODUCTION

This section applies to all projects funded with federal dollars. Section 2.1 also applies to this Group. Bidders must use the applicable Federal Funded Bid Price Sheet (Attachment H) for this bid when pricing for Group 1.

2.36.b) LOCAL PREFERENCE

Local Preference does not apply to responses on the Federally Funded Bid Price Sheet for this IFB.

2.36.c) DAVIS-BACON ACT

Federally assisted construction contracts must adhere to Davis-Bacon Act wages and benefits rate schedules. Each Bidder shall use the Federal Wages reflected in Wage General Decision Number - FL20200178, in developing its bid for this project. The selected bidder/contractor shall be required to provide certified payroll records documenting the work performed on this project. **See Attachment E - Davis Bacon - General Decision Number for Wage Rates.**

Wage General Decision Number- FL20200178 can be found in the Attachment Section under Attachment E.

2.36.d) COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

1. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2.36.e) COMPLIANCE WITH THE CONTRACT WORK HOURS & SAFETY STANDARDS ACT

1. Overtime Requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one half time the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (1) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in case of the work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages: The City of Miami shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as

provided in the clause set forth in paragraph (2) of this section.

4. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontract. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraph (1) through (4) of this section.

2.36.f) PARTS AT PASS-THROUGH COST (FOR REPAIRS OUTSIDE THE SCOPE OF WORK)

All cost for parts required for repair jobs and not otherwise included in the scope of work shall be billed at the Contractor's actual cost, and will be passed on to the City without markup or any additional fees. The Contractor shall submit purchase receipt of parts along with the labor invoice for payment.

The Contractor shall be responsible for sourcing all parts necessary to complete the work requirements of each job specification. Replacement parts furnished must be of the same manufacturer or an equal product. All equipment and materials shall be commercial quality and grade, and be from a regular product line. Prototype, obsolete, and residential quality/grade equipment/materials shall not be specified or installed in the facilities.

2.36.g) EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.36.h) CLEAN AIR ACT

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Contractor agrees to report each violation to the City of Miami and understands and agrees that the City of Miami will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.36.i) FEDERAL WATER POLLUTION CONTROL ACT

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C.1251 et seq.

2. The Contractor agrees to report each violation to the City of Miami and understands and agrees that the City of Miami will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.36.j) NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligation or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

2.36.k) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

2.36.l) BYRD ANTI-LOBBYING AMENDMENT, 31.U.S.C. § 1352 (AS AMENDED)

Bidders who bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer, or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Please refer to Attachment F - Certification Regarding Lobbying. **It is MANDATORY for the Bidder to return this form signed along with their bid response.**

2.36.m) PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired;

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

2.36.n) DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

2.36.o) COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund this contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

2.36.p) ACCESS TO RECORDS

1. The Contractor agrees to provide the City of Miami, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

2.36.q) SUSPENSION AND DEBARMENT (IN ADDITION TO GENERAL TERM AND CONDITIONS, SECTION 1.25)

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined in 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters too.
- (3) This certification is a material representation of fact relied upon by the City of Miami. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City of Miami, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.37. NON-FEDERALLY FUNDED PROJECTS

2.37.a) INTRODUCTION

This section applies to all projects that are non-federally funded. Section 2.1 also applies to this Group. Bidders must use the applicable Bid Price Sheet (Attachment H) for this bid when pricing for Group 2.

2.37.b) LIVING WAGE ORDINANCE

The City of Miami Living Wage Ordinance is applicable to this service contract. Please refer to Section 1.38 of the General Terms and Conditions for further information and guidance on how to comply with this ordinance.

2.37.c) PERFORMANCE BOND

Within ten (10) working days following notice of award by the City, the Successful Bidder shall furnish to the City of Miami, a Performance Bond in the total amount of the Cost to the City for the period of the contract (to be determined at the time of award). The Performance Bond can be in the form of a Cashier's Check, made payable to the City of Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City of Miami. The City, to draw on same, would merely have to give written notice to the bank with a copy to the successful contractor.

2.37.d) LOCAL PREFERENCE

Attachment G - Local Office Preference applies to Group 2, Non-Federally Funded Projects.



3. Specifications

3.1. SPECIFICATIONS/SCOPE OF WORK

BIDDERS ARE NOT REQUIRED TO ENTER A UNIT PRICE IN THE LINE ITEM LISTED IN THE ACTUAL IFB WHEN SUBMITTING VIA HARDCOPY RESPONSE. BIDDERS SHALL SUBMIT THEIR BID PRICES UTILIZING ONE OR BOTH TABS ON ATTACHMENT H - BID PRICE SHEET.

INTRODUCTION

The City of Miami, herein referred to as the City, is soliciting response from experienced firms to provide pavement resurfacing and roadway repair services throughout the City. The Bidder must bid on all items to be considered for award of this solicitation.

SERVICES COVERED

The Successful Bidder shall furnish all labor, machinery, tools, modes of transportation, debris disposal, supplies, equipment, materials, water, diesel fuel and services necessary to perform the complete pavement resurfacing and roadway repair services anticipated as work to be performed under this contract. Complete pavement/repair service includes, but is not limited to the following:

1. Milling and resurfacing (includes controlled/variable milling to re-establish roadway longitudinal and cross slopes);
2. Installation of asphalt overlay, chip seal, fog seal, and/or micro-surfacing;
3. Removal and/or replacement of existing asphalt, lime rock, and subgrade;
4. Re-grading/reworking and compaction of lime rock road base and stabilized subgrade;
5. Widening existing streets;
6. Resurfacing of asphaltic pathways (pedestrian, bicycle, etc.);
7. Temporary utility repairs (hot mix asphalt patches);
8. Clearing, grubbing, root removal and excavation of shoulder areas;
9. Asphalt build-up removal;
10. Non-destructive pavement marking removal;
11. Thermoplastic and paint pavement markings (including all standard symbols and FDOT-approved, preformed, thermoplastic green & white bicycle lane markings);
12. Reflective pavement markers (RPMs);
13. Reflective roadway/highway delineators;
14. Repairs, removal, replacement, and extensions of concrete roadway panels, sidewalks, curb and gutter, and pedestrian ADA ramps; and
15. Adjustments to or minor repairs of utility structure manhole tops, inlet frames/grates, valve boxes, etc. within the public right-of-way.

ASSIGNMENT OF WORK

Work will be assigned to the Successful Bidder through the issuance of a work order or "task order" as written and

approved by the Department of Resilience and Public Works (RPW) and agreed upon by the Successful Bidder. Each task order will clearly define the limits and scope of work along with a required timeline for starting and completing work under that task order. Work shall be completed within the agreed-upon timeframe under each task order to avoid incurring liquidated damages or being defaulted. Task orders may or may not be accompanied by a set of engineered construction drawings; as such, the Successful Bidder may be required to work with RPW staff to fully define a task order's scope and may have to adjust their work in the field during construction, as directed by RPW staff.

REGULATIONS

The Successful Bidder shall be familiar with and follow all City of Miami RPW Design and Construction Standards, City Codes and RPW Bulletins, as well as Miami-Dade County Department of Transportation and Public Works and the State of Florida Department of Transportation standards for roadway design, construction, and permitting.

All contractors are required to follow City, County, and State requirements for pollution prevention – including submission of SWPP Plans and installation and maintenance of stormwater system protective BMPs for each project/task order. 10% retainage will be withheld on partial payments for each task order, until all work is inspected and accepted as complete by RPW Project Manager.

PERMITS

The Successful Bidder shall submit for and obtain all required local, state, and federal permits, as applicable, (e.g. Excavation, Special Events/Police, Right-of-Way Closures, NPDES, etc.) prior to mobilizing and beginning construction activities on any assigned work orders/task orders.

OVERTIME WORK HOURS

For the purpose of this contract, overtime work hours are defined as:

1. Monday thru Saturday – 6pm to 8am.
2. Sunday – at any time during the day or night.
3. City observed holidays at anytime during the day or night.

Successful Bidder(s) shall only work overtime hours, per the permitting requirements or as directed by the City. Typically, the services being conducted during these hours are milling, paving, striping, and minor concrete curb/sidewalk work.

ATTACHMENT A

INSURANCE ADDENDUM INSURANCE DEFINITIONS, REQUIREMENTS AND CONDITIONS

The VENDOR/CONTRACTOR agrees to provide and maintain throughout the life of this contract and at Vendor/Contractor's expense insurance coverage outlined herewith as applicable insuring all operations related to the contract and any extensions thereof.

Workers Compensation and Employers Liability

Statutory and subject to the Laws of the State of Florida. This coverage protects against lawsuits stemming from workplace accidents. It provides for medical care to injured employees, along with compensation for lost income.

Commercial General Liability

It protects against accidents and injuries that occur on company property or the property of a customer. It compensates an injured person or owner of property for injuries and property damages, and the cost of defending lawsuits, including legal settlements or investigations. This policy also covers claims resulting from products exposures, libel, slander, copyright infringement and other personal and advertisement injuries.

Commercial Automobile Liability

It protects against liability, no fault, medical payments, uninsured and underinsured motorists claims, collision and other than collision physical damage. In addition, this policy affords coverage on autos that are hired or borrowed or non-owned for use in the business. The non-owned can be autos owned by employees or members of their households.

Non Owned Auto exposures can be endorsed or added under the Commercial General Liability Policy.

Professional/Errors and Omissions Liability

Used by many professionals such as engineers, lawyers, accountants, stock brokers, financial advisers, insurance agents, court reports, dentists, nurses and teachers. It protects against the financial effects of liability lawsuits filed by clients. It basically protects professionals who cause harm to a client due to incompetence, errors or negligence.

Umbrella Liability

It protects against liability and losses after primary insurance benefits have been exhausted. This supplemental coverage kicks in only after the underlined liability policies have paid their maximum benefits.

Environmental Liability

It protects against the financial costs of claims of injury or damage due to pollution, and other costs of cleaning up pollutants. These policies are designed to cover both property and liability risks.

Directors and Officers Liability

This coverage protects against claims from stockholders, employees and clients that are also aimed individually at directors and officers. These claims typically stem from errors in judgement, breaches of duty and wrongful acts in connection with company business.

Cyber Liability

It protects against costs of the theft, destruction or unauthorized use of electronic data through computer viruses or network intrusions. It also adds protection to a business against such costs if a business fails to safeguard another party's electronic data. Companies sharing data outside their internal network benefit from this coverage

Commercial Property

It protects against claims or damages to the insured's buildings, business personal property and personal property of others. It can also provide for loss of business income coverage or extra expenses incurred because of physical loss by a covered peril to the insured's property.

Commercial Crime

It protects against loss of money, securities and other property because of a variety of criminal acts such as employee theft or embezzlement, burglary, robbery, forgery, computer fraud, kidnapping and extortion. Crime insurance also covers money and securities against damage or destruction by almost any cause of loss, not just crime.

Builders Risk

It protects against damage to or destruction of buildings or other structures during their construction. Any party with a financial interest in a construction, remodeling, or repair project benefits from this coverage.

Surety Bonds

Surety bonds are three party contracts. The principal, the party that undertakes the obligation, pays for the issuance of a bond by a surety company. The bond provides capital to guarantee the obligation will be performed. The obligee is the party that receives the benefit of the bond If the obligation is improperly performed.

Valuable Papers

It pays for the cost to reconstruct damaged or destroyed valuable papers and records. Typically is defined to include almost all forms of printed documents or records with the exception of money or securities, and data and media which is usually excluded.

Additional Requirements

The Vendor/Contractor must furnish the City of Miami, Department of Procurement, and Risk Management located at 444 S.W. 2nd Avenue Miami, Florida 33130, original Certificates of insurance to be in force on the date of this Contract, and Renewal Certificates of insurance thereafter. All policies indicated on the certificate must be in compliance with all Contract requirements. The failure of the City

to obtain the applicable or corresponding certificates from Contractor is not a waiver by the City of any requirements for the Vendor/Contractor.

The Vendor/Contractor must furnish Certificates insurance listing the City of Miami as an additional insured. All insurance certificates must be signed, dated and reference the City contract number.

The insurance must provide for sixty (30) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Vendor/Contractor. The Vendor/Contractor further agrees to have insurers waive their rights of subrogation against the City of Miami, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Vendor/Contractor in no way limit the Vendor/Contractor's liabilities and responsibilities specified within the Contract or law.

Any insurance or self-insurance programs maintained by the City of Miami shall not contribute with insurance provided by the Vendor/Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If the Vendor/Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or Limited Liability Company and each of its separate constituent entities as named insureds.

The Vendor/Contractor must require all subcontractors to provide the insurance required herein. All subcontractors are subject to the same insurance requirements of the Vendor/Contractor unless otherwise specified in this Contract.

If the Vendor/Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost. Notwithstanding any provision in the Contract to the contrary, the City of Miami Risk Management Department maintains and reserves the right to modify, delete, alter or change these requirements.

I

Attachment B: Reference Submittal Form IFB 1115382 – Pavement Resurfacing Services

FIRM NAME: _____

Reference Section 2.14	Summarized Requirements: Refer to the details in Section 2 Special Conditions to verify that the information provided will suffice as proof of meeting the requirements of this solicitation.
	Past Performance Reference Check #1
	Company/Organization Name: _____
	Address: _____
	Contact Person: _____
	Contact Phone Number and Email: _____
	Date of Contract or Sale: _____
	Prime or Subcontractor: _____
	Other (Description of Service, Total dollar value of Contract, etc.): _____
	Past Performance Reference Check #2
	Company/Organization Name: _____
	Address: _____
	Contact Person: _____
	Contact Phone Number and Email: _____
	Contact E-mail (if applicable): _____
	Date of Contract or Sale: _____
	Prime or Subcontractor: _____
	Other (Description of Service, Total dollar value of Contract, etc.): _____
	Past Performance Reference Check #3
	Company/Organization Name: _____
	Address: _____
	Contact Person: _____
	Contact Phone Number and Email: _____
	Contact E-mail (if applicable): _____
	Date of Contract or Sale: _____
	Prime or Subcontractor: _____
	Other (Description of Service, Total dollar value of Contract, etc.): _____

POLICY NUMBER:**APM- 2-19**

DATE:

March 26, 2019

ISSUED BY:

Emilio T. Gonzalez, Ph.D.
City Manager/Designee**SIGNATURE****CITY OF MIAMI****ADMINISTRATIVE
POLICY****REVISED
SECTION**
Created**REVISIONS****DATE OF
REVISION**
3/26/19

SUBJECT: ELIMINATING THE PROCESS OF CURING IRREGULARITIES IN DOCUMENTS SUBMITTED IN RESPONSE TO REQUEST FOR QUALIFICATIONS (RFQ), REQUEST FOR PROPOSALS (RFP), REQUESTS FOR LETTERS OF INTEREST (RFLI), INVITATION FOR BIDS (IFB), INVITATION TO BID (ITB), INVITATION TO QUOTE (ITQ), AND REQUEST FOR SPONSORSHIP (RFS) EFFECTIVE MAY 6, 2019

PURPOSE:

To improve the procurement solicitation process in order to provide internal and external customers with a more efficient and effective procurement of goods and services for the City of Miami. This APM establishes guidelines that eliminate the process of curing irregularities in proposals and bids submitted in response to RFQs, RFPs, RFLI's IFBs, ITBs, ITQs and RFS.

BACKGROUND:

Currently, the Department of Procurement ("Procurement") allows Proposers and Bidders to cure certain deficiencies, deviations, irregularities, omissions, and/or technicalities in proposals and bids submitted to the City in response to RFQs, RFPs, RFLIs, IFBs, ITBs, ITQs and RFS.

In collaboration with the Department of Innovation and Technology ("DoIt"), Procurement has identified the process of curing as the cause of significant delays in formal solicitation process. When proposals and bids require a cure, Procurement sends out a "Notice to Cure" to Proposers and Bidders who are then given additional time to correct, complete, and re-submit the required documents. The process of curing is time intensive and delays the procurement of necessary goods and services for the City; it prolongs the due diligence review period and it stalls and delays the evaluation and selection process, resulting in the extension of time between the issuance of an RFP, RFQ, RFLI, IFB, ITB, ITQ, or RFS solicitation and its award date.

Eliminating the process of curing will streamline and improve the overall procurement solicitation process while making it more efficient by removing a source of delay, and more effective by concentrating due diligence reviews only on complete and responsive proposals and bids. Additionally, it is not a common procurement industry practice to allow cures. Other local public agencies such as Miami-Dade County and the Miami-Dade County Public School System do not presently allow cures in such similar instances.

GUIDELINES:

Procurement will only review and evaluate proposals and bids that have been deemed responsive. **Responsive bids and proposals responses are defined by our Procurement Code.¹** Prospective Proposers and Bidders should understand that non-responsive proposals or bids will not be reviewed and will be eliminated from the evaluation and selection process.

The City will not consider the curing of any proposal or bid that fail to meet the minimum qualifications or submission requirements of an RFQ, RFP, RFLI, IFB, ITB, ITQ, or RFS as applicable. Material deficiencies, deviations, irregularities, omissions, and/or technicalities are not waivable.

Proposals and bids submitted with deficiencies, irregularities, omissions, and/or technicalities that deviate from the minimum qualifications and/or submission requirements for RFQs, RFPs, RFLIs, IFBs, ITBs, ITQs and RFS shall result in a non-responsive determination. The following list includes, but is not limited to, proposal and bid deficiencies, deviations, irregularities, omissions, and/or technicalities that shall result in a non-responsive determination for any solicitation issued on or after May 6, 2019:

If a proposal or bid is missing forms, or contains unnotarized forms, unsigned forms, incorrect forms, or forms signed by any individual, other than the Proposer or Bidder, Proposer's or Bidder's team members, and/or individuals attesting to the stated project experience, the Proposer or Bidder **will not** be given time to cure the proposal or bid, and the City shall deem such proposal or bid non-responsive. The City, at its sole discretion, reserves the right to waive minor deviations not listed above. Such minor deficiencies, deviations, irregularities, omissions, or technicalities may be timely cured by the Proposer or Bidder, at the sole discretion of the City. Material (i.e. substantial or notable) deficiencies, deviations, irregularities, omissions, or technical issues cannot be cured by the Proposer or Bidder and are not waivable by the City.

For illustrative guidance please see below an excerpt from State of Florida procurement instructions which discuss the difference in plain language between material and minor variances.

Responsive bidder, proposer, offeror, or respondent means a business which has submitted a bid, offer, proposal, quotation or response which conforms in all material respects to the solicitation. Sec. 18-73, City Code.

(Excerpt from 2012 WL 1155290 (Fla.Div.Admin.Hrgs.))

Mandatory Responsiveness Requirements: Terms, conditions or requirements that must be met by the proposer to be responsive to this RFP. The responsiveness requirements are **mandatory**. Failure to meet the responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be evaluated.

1.15 Material Deviations: The Department has established certain requirements with respect to proposals to be submitted by Proposers. The use of *shall*, *must* or *will* (except to indicate simple futurity) in this RFP indicates a requirement or condition which may not be waived by the Department except where any **deviation** therefore is not **material**. A **deviation** is **material** if, in the Department's sole discretion, the deficient response is not in substantial accord with this RFP's requirements, provides an advantage to one Proposer over other Proposers, or has a potentially significant effect on the quantity or quality of items or services proposed, or on the cost to the Department. **Material deviations** cannot be waived and shall be the basis for rejection of a response. Because this is an RFP, the Department will apply this definition liberally in reviewing responses in regard to service delivery.

1.16 Minor Irregularity: A variation from the RFP terms and conditions which does not affect the price proposed or gives the proposer an advantage or benefit not enjoyed by the other proposers or does not adversely impact the interests of the Department.

ATTACHMENT D

Title: PAVEMENT RESURFACING

IFB No.: 1115382

List of Subcontractors

Completion of Form

to be updated after award of the Contract as additional Subcontractors are added or changed. Submit additional pages as necessary.

Name of Firm	Address	Scope of Work	Licenses	Value of Work	% of Work

Note:

1. The work performed by Subcontractor(s) listed cannot equal more than fifteen percent (15%) of the total work for the Contract.
2. The foregoing list of Subcontractors may not be amended after award of the Contract without the prior written approval of the City's Project Manager identified in the Solicitation, whose approval will not be unreasonably withheld.

Name of Proposer: _____

Date: _____

Name of Individual Completing Form: _____

Signature: _____

"General Decision Number: FL20200178 01/03/2020

Superseded General Decision Number: FL20190178

State: Florida

Construction Type: Highway

County: Miami-Dade County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

* ELEC0349-002 09/02/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 35.36	12.77

SUFL2013-039 08/19/2013

	Rates	Fringes
CARPENTER.....	\$ 17.84	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 15.49	0.00
FENCE ERECTOR.....	\$ 12.82	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.07	0.00

HIGHWAY/PARKING LOT STRIPING:

Painter.....	\$ 12.13	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Spray Nozzleman).....	\$ 11.16	0.00
INSTALLER - GUARDRAIL.....	\$ 13.43	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 18.43	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper).....	\$ 11.59	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.31	0.00
LABORER: Common or General.....	\$ 10.69	0.00
LABORER: Flagger.....	\$ 12.53	0.00
LABORER: Grade Checker.....	\$ 12.41	0.00
LABORER: Landscape & Irrigation.....	\$ 9.02	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.91	3.50
LABORER: Pipelayer.....	\$ 15.02	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.24	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Boom.....	\$ 18.95	0.00
OPERATOR: Boring Machine.....	\$ 15.29	0.00
OPERATOR: Broom/Sweeper.....	\$ 13.01	0.00
OPERATOR: Bulldozer.....	\$ 16.77	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Concrete Saw.....	\$ 14.43	0.00
OPERATOR: Crane.....	\$ 22.46	0.00
OPERATOR: Curb Machine.....	\$ 20.74	0.00
OPERATOR: Distributor.....	\$ 13.29	0.00
OPERATOR: Drill.....	\$ 14.78	0.00
OPERATOR: Forklift.....	\$ 16.32	0.00

OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 20.22	3.85
OPERATOR: Loader.....	\$ 15.53	0.00
OPERATOR: Mechanic.....	\$ 18.03	0.00
OPERATOR: Milling Machine.....	\$ 14.67	0.00
OPERATOR: Oiler.....	\$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 13.61	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 14.45	0.00
OPERATOR: Roller.....	\$ 13.67	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 14.15	0.00
OPERATOR: Tractor.....	\$ 12.19	0.00
OPERATOR: Trencher.....	\$ 14.74	0.00
PAINTER: Spray.....	\$ 16.52	0.00
SIGN ERECTOR.....	\$ 12.96	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 19.07	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 14.96	2.17
TRUCK DRIVER: Dump Truck.....	\$ 12.19	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.07	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Vactor Truck.....	\$ 14.21	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.17	1.60

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his/her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officers or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form, LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that ll subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31, U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor/Contractor's Authorized Official

Name and Title of Contractor/Contractor's Authorized Official

Date: _____



CITY OF MIAMI LOCAL OFFICE CERTIFICATION

(City Code, Chapter 18, Article III, Section 18-73)

Solicitation Type and Number: _____ (i.e. IFQ/IFB/RFP/RFQ/RFLI No. 123456)

Solicitation Title: _____

_____ (Bidder/Proposer) hereby certifies compliance with the *Local Office* requirements stated under Chapter 18/Article III, Section 18-73, of the Code of the City of Miami, Florida, as amended.

Local office means a business within the city which meets all of the following criteria:

(1) Has had a staffed and fixed office or distribution point, operating within a permanent structure with a verifiable street address that is located within the corporate limits of the city, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue; for purposes of this section, "staffed" shall mean verifiable, full-time, on-site employment at the local office for a minimum of forty (40) hours per calendar week, whether as a duly authorized employee, officer, principal or owner of the local business; a post office box shall not be sufficient to constitute a local office within the city;

(2) If the business is located in the permanent structure pursuant to a lease, such lease must be in writing, for a term of no less than twelve (12) months, been in effect for no less than the twelve (12) months immediately preceding the date bids or proposals were received, and be available for review and approval by the chief procurement officer or its designee; for recently-executed leases that have been in effect for any period less than the twelve (12) months immediately preceding the date bids or proposals were received, a prior fully-executed lease within the corporate limits of the city that documents, in writing, continuous business residence within the corporate limits of the city for a term of no less than the twelve (12) months immediately preceding the date bids or proposals were received shall be acceptable to satisfy the requirements of this section, and shall be available for review and approval by the chief procurement officer or its designee; further requiring that historical, cleared rent checks or other rent payment documentation in writing that documents local office tenancy shall be available for review and approval by the chief procurement officer or its designee;

(3) Has had, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue, a current business tax receipt issued by both the city and Miami-Dade County, if applicable; and

(4) Has had, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue, any license or certificate of competency and certificate of use required by either the city or Miami-Dade County that authorizes the performance of said business operations; and

(5) Has certified in writing its compliance with the foregoing at the time of submitting its bid or proposal to be eligible for consideration under this section; provided, however, that the burden of proof to provide all supporting documentation in support of this local office certification is borne by the business applicant submitting a bid or proposal.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Bidder/Proposer Local Office Address: _____

Does Bidder/Proposer conduct verifiable, full-time, on-site employment at the local office for a minimum of forty (40) hours per calendar week?	☐ YES ☐ NO
If Bidder/Proposer's Local Office tenancy is pursuant to a lease, has Bidder/Proposer enclosed a copy of the lease?	☐ YES ☐ NO ☐ N/A
Has Bidder/Proposer enclosed a copy of the Business Tax Receipt (BTR) issued by the City of Miami and Miami-Dade County?	City of Miami: ☐ YES ☐ NO ☐ Exempt Cite Exemption: _____ _____ Miami-Dade County: ☒ YES ☒ NO ☐ Exempt Cite Exemption: _____ _____
Has Bidder/Proposer enclosed a copy of the license, certificate of competency and certificate of use that authorizes the performance of Bidder/Proposer's business operations?	☐ YES ☐ NO

Bidder/Proposer's signature below certifies compliance with the *Local Office* requirements stated under Chapter 18/Article III, Section 18-73, of the Code of the City of Miami, Florida, as amended.

Print Name (Bidder/Proposer Authorized Representative)

Signature

Date

STATE OF FLORIDA
COUNTY OF _____

Certified to and subscribed before me this _____ day of _____, 20_____, by
_____.

(Signature of Notary Public-State of Florida)

(NOTARY SEAL)

(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM

TO: Arthur Noriega V
City Manager

DATE: October 23, 2020

FROM: *Yadissa A. Calderon for*
Annie Perez, CPPO, Director
Department of Procurement

SUBJECT: Recommendation of Award for
Pavement Resurfacing Services

REFERENCES: Invitation for Bid ("IFB")
No. 1115382

ENCLOSURES: Bid Tabulation

RECOMMENDATION:

Based on the findings below, the Department of Procurement ("Procurement") hereby recommends award of IFB No. 1115382 to H&R Paving, Inc. ("H&R Paving") the apparent responsive and responsible Bidder, for the provision of pavement resurfacing services for the Department of Resilience and Public Works ("Public Works"), on an as needed basis. The awarded vendor, contract terms, and amount are shown below.

Contract Number/Title: IFB No. 1115382, Pavement Resurfacing Services

Contract Amount: The estimated contract amount is approximately \$200,181.50 annually for Group 1 – Non-Federally Funded Projects and \$200,186.48 annually for Group – 2 Federally Funded Projects (approximately \$1,401,270.50 for Group 1; and \$1,401,305.36 for Group 2 for all seven (7) years).

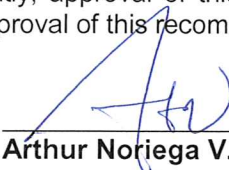
Contract Term: Initial term for a period of three (3) years, with the option to renew for two (2) additional two (2) year periods.

Recommended Vendors: H&R Paving, Inc.

BACKGROUND:

On September 11, 2020, Procurement on behalf of Public Works issued IFB No. 1115382, Pavement Resurfacing Services, under full and open competition. On October 9, 2020 at bid closing three (3) bids were received. The bids were evaluated and tabulated following the guidelines published in the bid. Two (2) bids were found to be non-responsive. H&R was the responsive and responsible Bidder.

Consequently, approval of this recommendation to award is requested. Your signature below will indicate approval of this recommendation.

Approved: 
Arthur Noriega V. City Manager

Date: 10/29/20

AP:tg

c:

Nzeribe Ihekweba, Ph.D, P.E., Assistant City Manager, Chief of Infrastructure
Juvenal Santana, P.E., Director, Public Works
Yadissa A. Calderon, CPPB, Assistant Director, Procurement

GROUP 1 - NON-FEDERALLY FUNDED PROJECTS				H&R Paving		
Line Item	Item Description	Unit	Quantity	Unit Cost	BAFO	Total
1	MOBILIZATION, ROADWAY COMPLETE - Mobilization cost for task orders consisting of complete roadway/right-of-way work. Typically consists of many, multiple line items of work and may include all trades required to execute all line items of work within this contract. Most "Roadway Complete" task orders will mainly consist of milling & resurfacing/overlay/etc. with striping, utility adjustments, curb & gutter, minor sidewalk and swale work, and ADA ramps (1 mobilization per task order).	LS	1	\$ 5,000.00	N/A	\$ 5,000.00
2	MOBILIZATION, ASPHALT - Mobilization cost for task orders mainly consisting of milling & resurfacing/overlay/etc. with associated utility adjustments and striping work only (1 mobilization per task order).	LS	1	\$ 1.00	N/A	\$ 1.00
3	MOBILIZATION, PATCHING - Mobilization cost for task orders mainly consisting of utility trench and/or pothole patching requests and/or requests for roadway base soil condition investigations (1 mobilization per task order - 1 block of trench or 10 potholes per task order typ.).	LS	1	\$ 1.00	N/A	\$ 1.00
4	MOBILIZATION, SIDEWALKS/CURBING - Mobilization cost for task orders mainly consisting of concrete sidewalks, ADA ramps, and/or curb & gutter work only, includes associated minor asphalt patching where necessary (1 mobilization per task order).	LS	1	\$ 1,500.00	N/A	\$ 1,500.00
5	MOBILIZATION, STRIPING - Mobilization cost for task orders mainly consisting of paint/thermoplastic striping, messages, symbols, and/or bike/bus lane coating work only (1 mobilization per task order).	LS	1	\$ 300.00	N/A	\$ 300.00
6	MOBILIZATION, ASPHALT STAMPING/PAINTING - Mobilization cost for task orders mainly consisting of thermal stamping and/or colorized coating of specialty asphalt treatment areas (1 mobilization per task order).	LS	1	\$ 1.00	N/A	\$ 1.00
7	RE-MOBILIZATION - For use only if paving equipment and/or sidewalk/concrete crews already demobilized from site, to address additional milling & resurfacing and/or ADA ramps as requested by Public Works Staff (1 mobilization per task order amendment).	LS	1	\$ 1.00	N/A	\$ 1.00
8	NIGHTTIME/SUNDAY WORK ADD-ON - This is a lump sum, cost-per-day, add-on, to be paid when a contractor is required to work, per permitting requirements or as directed by Public Works Staff, on Sundays or at night. This pay item is to help compensate for increased costs associated with overtime labor and enhanced MOT requirements in order to carry out work during non-standard working hours. Typical work being conducted under this add-on will mainly consist of milling, paving, striping, and minor	EA/DAY	1	\$ 5,000.00	N/A	\$ 5,000.00
9	ROADWAY BASE SOIL ASSESSMENT, CONDITION A - Saw cut and remove an average of 2" thick existing asphalt to expose and evaluate the condition of the base. If base is found suitable to the City of Miami's Public Works Staff, clean loose material, recompact, and replace removed asphalt with Type SP-9.5 hot mix asphaltic concrete up to the level of the surrounding surface.	SF	1	\$ 3.00	N/A	\$ 3.00
10	ROADWAY BASE SOIL ASSESSMENT, CONDITION B - Saw cut and remove an average of 2" thick existing asphalt to expose and evaluate the condition of the base. If base is found unsuitable to the City of Miami's Public Works Staff, remove base material and replace with a minimum of 8" of compacted limerock (LBR 100) and 2" of Type SP-9.5 hot mix asphaltic concrete, or 6" of SP-9.5 hot mix asphaltic concrete, up to the level of the surrounding surface.	SF	1	\$ 3.00	N/A	\$ 3.00
11	BARRICADES CONES/DRUMS - Temporary, the first 50 cones and/or drums are considered incidental to all required work under each task order and not compensated for, drums incl. lights when required, includes installation, maintenance, and removal.	EA/DAY	1	\$ 0.50	\$ 0.45	\$ 0.45
12	BARRICADES TYPE II - Temporary, 2'-3', with flashing lights when required, includes installation, maintenance, and removal.	EA/DAY	1	\$ 0.50	\$ 0.45	\$ 0.45

13	BARRICADES TYPE III - Temporary, 6'-8', with flashing lights when required, includes installation, maintenance, and removal.	EA/DAY	1	\$ 0.50	\$ 0.45	\$ 0.45
14	WORK ZONE SIGNAGE - Includes all message and detour signage required per approved MOT plans, the first 10 signs are considered incidental to all required work under each task order and not compensated for, includes installation, maintenance, and removal.	EA/DAY	1	\$ 100.00	N/A	\$ 100.00
15	FLASHING ARROW BOARD - Temporary, multi-mode, includes installation, maintenance, and removal.	EA/DAY	1	\$ 10.00	N/A	\$ 10.00
16	VARIABLE MESSAGE SIGN (VMS) - Message text to be as approved by City Staff or as required by FDOT and County permitting, includes installation, maintenance, and removal.	EA/DAY	1	\$ 25.00	N/A	\$ 25.00
17	RE-GRADE EXISTING SWALE - Includes removal and disposal of excess material if necessary.	SY	1	\$ 50.00	N/A	\$ 50.00
18	BAHIA GRASS SOD - Includes watering for establishment period.	SF	1	\$ 5.00	N/A	\$ 5.00
19	ST AUGUSTINE FLORATAM GRASS SOD - Includes watering for establishment period.	SF	1	\$ 5.00	N/A	\$ 5.00
20	ASPHALT REMOVAL 0-2" - Removal and disposal of asphalt averaging 2" thick or less, includes sawcutting edges of existing asphalt to remain.	SY	1	\$ 25.00	N/A	\$ 25.00
21	ASPHALT REMOVAL 2"-4" - Removal and disposal of asphalt averaging over 2" up to 4" thick, includes sawcutting edges of existing asphalt to remain.	SY	1	\$ 25.00	N/A	\$ 25.00
22	ASPHALT REMOVAL >4" - Removal and disposal of asphalt over 4" thick, includes sawcutting edges of existing asphalt to remain.	SY	1	\$ 25.00	N/A	\$ 25.00
23	CONCRETE REMOVAL 0-6" - Removal and disposal of concrete pads, sidewalks, or roadway pavement averaging 6" thick or less, includes sawcutting edges of existing pad/sidewalk/road section to remain.	SF	1	\$ 2.79	N/A	\$ 2.79
24	CONCRETE REMOVAL 6"-12" - Removal and disposal of concrete pads, sidewalks, or roadway pavement averaging over 6" up to 12" thick, includes sawcutting edges of existing pad/sidewalk/road section to	SF	1	\$ 5.00	N/A	\$ 5.00
25	EXCAVATION - Excavation and removal of excess soils as shown on design plans or directed by Public Works Staff.	CY	1	\$ 30.00	N/A	\$ 30.00
26	STABILIZED SUBGRADE - F&I Type "B" stabilized backfill to the thickness shown on design plans or directed by Public Works Staff, installed and compacted in lifts per City Standards (LBR 40 min. - compaction and testing required and included).	CY	1	\$ 20.00	N/A	\$ 20.00
27	LIMEROCK BASE - F&I limerock base course to the thickness shown on design plans or as directed by Public Works Staff, installed and compacted in lifts per City Standards (LBR 100 - compaction and testing required and included).	CY	1	\$ 30.00	N/A	\$ 30.00
28	MILL AND DISPOSE EXISTING ASPHALT - 1" average thickness, includes sawcutting edges of existing asphalt surfaces to remain.	SY	1	\$ 5.00	N/A	\$ 5.00
29	MILL AND DISPOSE EXISTING ASPHALT, ADD-ON - Additive pricing for each 1/4" of additional thickness of milling (to be used when milling more than 1" average thickness).	SY	1	\$ 1.00	N/A	\$ 1.00
30	1" SUPERPAVE ASPHALT, TYPE SP-9.5 - Traffic C, includes tack coat where necessary.	SY	1	\$ 7.00	N/A	\$ 7.00
31	1.5" SUPERPAVE ASPHALT, TYPE SP-9.5 or SP-12.5 - Traffic C, includes tack coat where necessary.	SY	1	\$ 10.41	N/A	\$ 10.41
32	2" SUPERPAVE ASPHALT, TYPE SP-9.5 or SP-12.5 - Traffic C, includes tack coat where necessary.	SY	1	\$ 14.00	N/A	\$ 14.00
33	1" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 - Traffic C, PG 76-22, includes tack coat where necessary.	SY	1	\$ 8.00	N/A	\$ 8.00
34	1.5" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 or FC-12.5 - Traffic C, PG 76-22, includes tack coat where necessary.	SY	1	\$ 12.00	N/A	\$ 12.00
35	2" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 or FC-12.5 - Traffic C, PG 76-22, includes tack coat where necessary.	SY	1	\$ 16.00	N/A	\$ 16.00

36	POTHOLE REPAIRS - Placement of crushed and compacted limerock and hot mix asphalt to patch potholes, 10 sq.ft. max surface area, and no deeper than 1.5' deep (asphalt to be a minimum of 2" thick, Type SP-9.5, compacted hot mix).	SF	1	\$ 5.00	N/A	\$ 5.00
37	CRACK SEAL - Sealing of asphalt roadway cracks less than 2" wide by application of a bituminous asphalt sealant specifically designed for crack sealing.	LF	1	\$ 5.00	N/A	\$ 5.00
38	UTILITY ADJUSTMENT, STORMWATER INLET - Raise or lower stormwater inlet frame and grate, includes brick and concrete mortar as necessary.	EA	1	\$ 250.00	N/A	\$ 250.00
39	UTILITY ADJUSTMENT, MANHOLE - Raise or lower utility manhole frame/rim and cover, includes brick and concrete mortar as necessary.	EA	1	\$ 500.00	N/A	\$ 500.00
40	UTILITY ADJUSTMENT, VALVE BOX - Raise or lower utility valve boxes, includes flowable fill or cast-in-place concrete ring as necessary.	EA	1	\$ 300.00	N/A	\$ 300.00
41	REMOVE/DISPOSE/REPLACE DAMAGED MANHOLE/INLET FRAME, MD-COUNTY - Removal and disposal of damaged drainage inlet frame and grate or utility manhole frame and lid, includes coordinating with and picking up new frames/grates/lids from Miami-Dade Water and Sewer Department, also includes re-	EA	1	\$ 500.00	N/A	\$ 500.00
42	REMOVE/DISPOSE/REPLACE DAMAGED VALVE COVER, MD-COUNTY - Removal and disposal of damaged water or sewer valve box, includes coordinating with and picking up new frames/grates/lids from Miami-Dade Water and Sewer Department, also includes re-installation.	EA	1	\$ 500.00	N/A	\$ 500.00
43	REPAIR CONCRETE MANHOLE/INLET - Repair of damaged concrete utility manhole or drainage inlet	EA	1	\$ 1,000.00	N/A	\$ 1,000.00
44	CONCRETE CURB AND GUTTER REMOVAL - Removal and disposal of all types of existing concrete curbing and curb & gutter (existing limerock pad to remain if new curbing is being installed).	LF	1	\$ 15.00	N/A	\$ 15.00
45	CONCRETE CURB, NON-REINFORCED - Type "B," "D," "A," and all other standard curb types without gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 25.00	N/A	\$ 25.00
46	CONCRETE CURB, REINFORCED - Steel reinforced Type "B," "D," "A," and all other standard reinforced curb types without gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 36.00	N/A	\$ 36.00
47	CONCRETE CURB AND GUTTER, NON-REINFORCED - Type "F," "E," "RA," and all other standard types of curbing with gutters (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 25.00	N/A	\$ 25.00
48	CONCRETE CURB AND GUTTER, REINFORCED - Steel reinforced Type "F," "E," "RA," and all other standard types of reinforced curbing with gutters (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 36.00	N/A	\$ 36.00
49	CONCRETE DROP CURB OR VALLEY GUTTER, NON-REINFORCED - Non-steel reinforced drop curb or valley gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 25.00	N/A	\$ 25.00
50	CONCRETE DROP CURB OR VALLEY GUTTER, REINFORCED - Steel reinforced drop curb or valley gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 36.00	N/A	\$ 36.00
51	LIMEROCK CURB AND GUTTER PAD - Installation and compaction of limerock base for all types of curbing and curb & gutter, to be installed per City Standards and paid by linear foot of new curbing being installed on top (to be used ONLY under new curbing where existing curbing did not previously exist).	LF	1	\$ 8.00	N/A	\$ 8.00
52	6" THICK CONCRETE SIDEWALK OR DRIVEWAY PAD - 3,000 PSI @ 28 days min. concrete sidewalks, driveway pads, and pedestrian ramps (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the sidewalk, and general compaction/tamping of in-situ soils remaining as a sidewalk base, as necessary).	SF	1	\$ 6.60	N/A	\$ 6.60
53	8"-12" THICK CONCRETE SIDEWALK OR DRIVEWAY PAD - 3,000 PSI @ 28 days min (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the sidewalk, and general compaction/tamping of in-situ soils remaining as a sidewalk base, as necessary).	SF	1	\$ 10.00	N/A	\$ 10.00

54	HIGH STRENGTH CONCRETE DRIVEWAY PAD OR ROADWAY SEGMENT PATCH - 5,000 PSI @ 28 days min (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the area of construction, and general compaction/tamping of in-situ soils, as necessary).	CY	1	\$ 200.00	N/A	\$ 200.00
55	REMOVE, STORE, AND RESET PAVERS - Removal and resetting of existing sidewalk, driveway, or roadway pavers. Includes regrading and compacting of rock sub-base, reinstalling sand setting/leveling base, resetting pavers to match existing patterns, and sand-filling of joints. Pavers broken during construction to be replaced, in-kind, at contractors expense.	SF	1	\$ 10.00	N/A	\$ 10.00
56	DETECTABLE WARNINGS - Truncated ADA tactile domes for ADA pedestrian ramps (Armor Tile - Cast In Place or approved equal)	SF	1	\$ 50.00	\$ 45.00	\$ 45.00
57	ROADSIDE SIGNS, SINGLE POST - Typical/common traffic signage (e.g. stop, street name, yield, do not enter, one way, etc.), includes post and sign per Miami-Dade County Standards (signage surface area less than 12 SF total per assembly).	AS	1	\$ 360.00	N/A	\$ 360.00
58	ROADSIDE SIGNS, SIGN ONLY - F&I new traffic signage on existing sign post (e.g. stop, street name, yield, do not enter, one way, etc.), includes removal and disposal of old sign(s) if necessary (signage surface area less than 12 SF total per assembly).	AS	1	\$ 180.00	N/A	\$ 180.00
59	RELOCATE/RESET EXISTING POST AND SIGN - Remove and relocate, or reset leaning, existing traffic signage, single post.	EA	1	\$ 240.00	N/A	\$ 240.00
60	ROADWAY/HIGHWAY DELINEATOR - 36"-48" High, reflective delineators as approved by FDOT.	EA	1	\$ 72.00	N/A	\$ 72.00
61	REFLECTIVE PAVEMENT MARKERS (RPMs) - Class B, mono or bi-directional, all colors.	EA	1	\$ 4.20	N/A	\$ 4.20
62	PAVEMENT MARKING REMOVAL - Non-destructive micro-planing, grinding, or other approved methods, as directed by Public Works Staff (paid by LF of actual stripe removal, regardless of width of existing	LF	1	\$ 1.20	N/A	\$ 1.20
63	THERMOPLASTIC PAVEMENT MESSAGES - Reflective "ONLY," "MERGE," "SCHOOL," "RxR," etc. roadway messages, per FDOT or Miami-Dade Standards (includes temporary paint messages when necessary).	EA	1	\$ 216.00	N/A	\$ 216.00
64	THERMOPLASTIC DIRECTIONAL ARROWS - Reflective arrow symbols per FDOT or Miami-Dade Standards (includes temporary paint symbols when necessary).	EA	1	\$ 96.00	N/A	\$ 96.00
65	THERMOPLASTIC BIKE LANE MARKINGS - Sharrows and bike symbols with arrows, with or without green high-emphasis background, as directed by Public Works Staff and approved by FDOT and Miami-Dade	EA	1	\$ 360.00	N/A	\$ 360.00
66	GREEN BIKE LANE COATINGS - Installation of green asphalt coatings for designated bike lanes as directed by Public Works Staff and approved by the FDOT through the FHWA.	SY	1	\$ 144.00	N/A	\$ 144.00
67	RED BUS LANE COATINGS - Installation of red asphalt coatings for County-designated Bus Lanes, as directed by Public Works Staff and approved by Miami-Dade County.	SY	1	\$ 144.00	N/A	\$ 144.00
68	SOLID SINGLE 6" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 2.40	N/A	\$ 2.40
69	SOLID DOUBLE 6" THERMOPLASTIC STRIPING - Double yellow, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 4.80	N/A	\$ 4.80

70	SOLID SINGLE 8" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 1.20	N/A	\$ 1.20
71	SOLID DOUBLE 8" THERMOPLASTIC STRIPING - Double yellow, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 1.20	N/A	\$ 1.20
72	SOLID SINGLE 12" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 3.60	N/A	\$ 3.60
73	SOLID SINGLE 18" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 4.80	N/A	\$ 4.80
74	SOLID SINGLE 24" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 6.00	N/A	\$ 6.00
75	THERMOPLASTIC GUIDELINES - 2'-4', 6'-10', or 3'-9' dotted, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 2.40	N/A	\$ 2.40
76	THERMOPLASTIC 10'-30' SKIP LINES - 6" yellow or white, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 2.40	N/A	\$ 2.40
77	PATTERNED ASPHALT STAMPING - Heat-applied, wire rope cable stamping of new or existing asphalt, pattern to match existing or per design drawings (materials, methods, and certifications to be "StreetPrint" by GAF or approved equal).	SF	1	\$ 20.00	N/A	\$ 20.00
78	STAMPED ASPHALT PAINTING - Multi-layered, heat island reducing, non-slip, traffic-rated colored coating to be installed to match existing color patterns or per design drawings (materials, methods, and certifications to be "StreetBond" by GAF or approved equal).	SF	1	\$ 30.00	N/A	\$ 30.00
79	DESIGN, PERMIT, INSTALL RAPID FLASHING BEACON - All materials and labor required to design, permit, and install a complete rapid flashing pedestrian warning beacon assembly. City will provide basis-of-design sample drawings from previous installations (County permitting fees included).	EA	1	#####	N/A	\$ 30,000.00
80	REPLACE TRAFFIC LOOP - Remove and replace existing traffic loops when repaving intersections if existing loop is damaged or if directed by Miami-Dade County (County permitting fees included).	EA	1	\$ 2,500.00	N/A	\$ 2,500.00
81	Special Provision 1 = Contingency Allowance - Unforeseen Conditions					\$50,000
82	Special Provision 2 = Contingency Allowance - Off Duty Police Traffic Control					\$100,000
Total Cost including Contingency Allowance						\$ 200,176.35

Director's Approval: _____

CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM

TO: Arthur Noriega V
City Manager

DATE: November 23, 2020

FROM: Annie Perez, CPPO, Director
Department of Procurement



SUBJECT: Recommendation of Award for
Pavement Resurfacing Services

REFERENCES: IFB No. 1115382

ENCLOSURES: Bid Tabulation; Award
Recommendation Dated 10/29/20;
Rescission of Award Memo dated 10/29/20;
Best and Final Offer Letter ("BAFO")

RECOMMENDATION:

Based on the findings below, the Procurement Department ("Procurement") hereby recommends the award of Invitation for Bid ("IFB") No. 1115382 to H&R Paving, Inc. ("H&R Paving") the apparent responsive and responsible Bidder, for the provision of pavement resurfacing services for the Department of Resilience and Public Works ("Public Works"), on an as needed basis. The awarded vendor, contract terms, and amount are shown below.

Contract Number/Title: IFB No. 1115382, Pavement Resurfacing Services

Contract Amount: The estimated contract amount is approximately \$200,176.35 annually for Group 1 – Non-Federally Funded Projects and \$200,181.33 annually for Group – 2 Federally Funded Projects (approximately \$1,401,234.45 and \$1,401,269.31 respectively for all seven (7) years).

Contract Term: Initial term of three (3) years, with the option to renew for two (2) additional two (2) year periods.

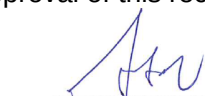
Recommended Vendors: H&R Paving, Inc. ("H&R Paving")

BACKGROUND:

On September 11, 2020, Procurement issued IFB No. 1115382 for the provision of Pavement Resurfacing Services, under full and open competition. On October 9, 2020 at bid closing three (3) bids were received. The bids were evaluated following the guidelines published in the solicitation. Two (2) bids were found to be non-responsive. H&R was the responsive and responsible Bidder. On October 29, 2020, an award was recommended and approved (please see attached), however after further discussion with Public Works, on November 16, 2020, a BAFO letter (please see attached) was issued to H&R to request additional savings on their original bid pricing submittal. H&R returned the BAFO providing a savings of \$36.05 for each group over the course of the contract. Public Works has approved the BAFO.

Consequently, approval of this recommendation to award is requested. Your signature below will indicate approval of this recommendation.

Approved: _____



Arthur Noriega V. City Manager

Date: _____

12/21/20

AP:tg

- c: Fernando Casamayor, Assistant City Manager/Chief Financial Officer
- Nzeribe Ihekwaba, Ph.D, P.E., Assistant City Manager, Chief of Infrastructure
- Alan Dodd, P.E., Director/Chief Resilience Officer, Resilience and Public Works
- Yadissa A. Calderon, CPPB, Assistant Director, Procurement



AGENDA ITEM SUMMARY FORM

File ID: #8453

Date: 01/07/2021

Requesting Department: Department of Resilience and Public Works

Commission Meeting Date: 03/11/2021

Sponsored By:

District Impacted: All

Type: Resolution

Subject: Accept Bid - H&R Paving, Inc.

Purpose of Item:

The nature of this item is to authorize a resolution of the Miami City Commission, accepting the bid received on October 9, 2020 pursuant to IFB 1115382 from the lowest responsive and responsible bidder, H&R Paving, Inc. ("H&R Paving") for the provision of pavement resurfacing services, on and as-needed basis, for the Department of Resilience and Public Works ("Public Works"), on an as needed basis, for an initial term of three (3) years, with the option to renew for two (2) additional two (2) year periods, allocating funds from Public Works' Account No. 40-B73102E and other funding sources, subject to the availability of funds and budget approval at the time of need; authorizing the City Manager to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations and prior budgetary approvals, and in compliance with all applicable provisions of the Code of the City of Miami, Florida, as amended, ("City Code"), including, the City of Miami's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

Background of Item:

On September 11, 2020, the Department of Procurement ("Procurement"), on behalf of Public Works issued IFB No. 1115382, Pavement Resurfacing Services, on an as-needed basis, under full and open competition to obtain the services of an experienced and qualified Bidder for the purpose of providing pavement resurfacing and roadway repair services. On October 9, 2020, three (3) bids were received. Two (2) vendors were deemed non-responsive, Procurement is recommending award to H&R Paving, which met all requirements, per the bid specifications, and is the apparent and responsive and responsible bidder. The estimated contract amount is approximately \$200,176.35 annually for Group 1 - Non-Federally Funded Projects; and \$200,181.33 annually for Group 2 - Federally Funded Projects (approximately \$1,401,234.45 for Group 1 and \$1,401,269.31 for Group 2 for all seven (7) years.

Budget Impact Analysis

Item is an Expenditure
Item has NO budget impact
Item is NOT funded by Bonds

Total Fiscal Impact:

\$200,176.35 annually Group 1; \$200,181.33 annually Group 2; See background notes.
General Account No.: 40-B73102E

Reviewed By

Department of Resilience and Public Works

Review	Completed	01/07/2021 11:34 AM
Office of Management and Budget	Calvin Fifer	
Office of Management and Budget	Leon P Michel	
City Manager's Office	Nzeribe Ihekweba	
City Manager's Office	Arthur Noriega V	
Legislative Division	Valentin J Alvarez	
Office of the City Attorney	Pablo Velez	
Office of the City Attorney	Barnaby L. Min	
Office of the City Attorney	Victoria Méndez	
City Commission	Nicole Ewan	

Juvenal Santana

Budget Analyst Review
Budget Review
Assistant City Manager Review
City Manager Review
Legislative Division Review
ACA Review
Deputy City Attorney Review
Approved Form and Correctness Meeting

Department Head

Completed	01/13/2021 6:15 PM
Completed	01/15/2021 8:47 PM
Completed	01/18/2021 11:11 AM
Completed	01/18/2021 1:00 PM
Completed	01/20/2021 3:42 PM
Completed	02/24/2021 1:56 PM
Completed	02/24/2021 2:14 PM
Completed	02/24/2021 5:11 PM
Completed	03/11/2021 9:00 AM



City of Miami

Legislation

Resolution

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

Enactment Number: R-21-0096

File Number: 8453

Final Action Date: 3/11/2021

A RESOLUTION OF THE MIAMI CITY COMMISSION ACCEPTING THE BID RECEIVED ON OCTOBER 9, 2020 PURSUANT TO INVITATION FOR BID NO. 1115382 FROM THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, H&R PAVING, INC., A FLORIDA PROFIT CORPORATION, FOR THE PROVISION OF PAVEMENT RESURFACING AND ROADWAY REPAIR SERVICES, ON AN AS-NEEDED BASIS, FOR THE CITY OF MIAMI'S DEPARTMENT OF RESILIENCE AND PUBLIC WORKS FOR AN INITIAL TERM OF THREE (3) YEARS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIODS; ALLOCATING FUNDS FROM ACCOUNT NO. 40-B73102E AND SUCH OTHER LEGALLY AVAILABLE FUNDING SOURCES, SUBJECT TO THE AVAILABILITY OF FUNDS AND BUDGETARY APPROVAL AT THE TIME OF NEED; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ANY AND ALL OTHER DOCUMENTS, INCLUDING ANY AMENDMENTS, RENEWALS, AND EXTENSIONS, SUBJECT TO ALL ALLOCATIONS, APPROPRIATIONS, PRIOR BUDGETARY APPROVALS, COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED ("CITY CODE"), INCLUDING THE CITY'S PROCUREMENT ORDINANCE, ANTI-DEFICIENCY ACT, AND FINANCIAL INTEGRITY PRINCIPLES, ALL AS SET FORTH IN CHAPTER 18 OF THE CITY CODE, IN FORMS ACCEPTABLE TO THE CITY ATTORNEY, AND IN COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS, AS MAY BE DEEMED NECESSARY FOR SAID PURPOSE.

WHEREAS, the City of Miami's ("City") Department of Resilience and Public Works ("RPW") has a continued need for pavement resurfacing and roadway repair services; and

WHEREAS, on September 11, 2020, pursuant to the City's Procurement Code, on behalf of RPW, the City's Department of Procurement ("Procurement") advertised and issued online Invitation for Bid ("IFB") No. 1115382 for the provision of pavement resurfacing and roadway repair services on an as needed basis; and

WHEREAS, on October 9, 2020, three (3) bids were received in response to this IFB, with the lowest responsive and responsible bid submitted by H&R Paving, Inc., a Florida profit corporation ("H&R Paving");

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The bid received on October 9, 2020 pursuant to IFB No. 1115382 from the lowest responsive and responsible Bidder, H&R Paving, for the provision of pavement resurfacing and roadway repair services on an as-needed basis for RPW for an initial term of

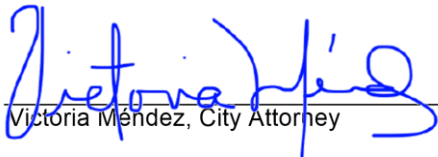
three (3) years with the option to renew for two (2) additional two (2) year periods is hereby accepted.

Section 3. Funds shall be allocated from Account No. 40-B73102E and such other legally available funding sources, subject to the availability of funds and budgetary approval at the time of need.

Section 4. The City Manager is authorized¹ to negotiate and execute any and all other documents, including any amendments, renewals, and extensions, subject to all allocations, appropriations, prior budgetary approvals, compliance with all applicable provisions of the Code of the City of Miami, Florida, as amended ("City Code"), including the City's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in forms acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

Section 5. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:


Victoria Méndez, City Attorney 2/24/2021

¹ The herein authorization is further subject to compliance with all legal requirements that may be imposed, including but not limited to those prescribed by applicable City Charter and City Code provisions.

City of Miami

CONTRACT AWARD

Procurement Department

IFB NO: 1115382(28)
DESCRIPTION: PAVEMENT RESURFACING AND ROADWAY REPAIR SERVICES
CONTRACT: THREE (3) YEARS, W/ OTR FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIOD
CONTRACT PERIOD: MARCH 22, 2021 THROUGH MARCH 21, 2024
COMMODITY CODE: 98852-00

SECTION #1 – VENDOR AWARD

H&R Paving, Inc.
1955 NW 110th Ave
Miami, FL 33172
Contact: Raul Gonzalez
Ph: 305-261-3005
Fax: 305-592-6079
Email: abe@hrpaving.com

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

CC AWARD DATE: MARCH 11, 2021
RESOLUTION NO: **21-0096**

AMENDED AMOUNT: N/A
INSURANCE REQUIREMENTS: YES
PERFORMANCE BOND: YES
APPLICABLE ORDINANCES: N/A

Notes: CONTRACT PERIOD: MARCH 22, 2021 THROUGH MARCH 21, 2024

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAM, DEPARTMENT OF RESILIENCE AND PUBLIC WORKS
Buyer: Melinda Jeudi
Phone: (305) 416-1784

SECTION #4 - PROCURING AGENCY

CITY OF MIAM, DEPARTMENT OF PROCUREMENT
Buyer: Tahlia Gray
Phone: (305) 416-1912
Email: tgray@miamigov.com

Prepared By: Aimee Gandarilla, 3/22/2021

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION
CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT:
www.miamigov.com/procurement

City of Miami

CONTRACT AWARD

Procurement Department

AMENDMENT NO. 1

IFB NO: 1115382(28)
DESCRIPTION: PAVEMENT RESURFACING AND ROADWAY REPAIR SERVICES
CONTRACT: THREE (3) YEARS, W/ OTR FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIOD
CONTRACT PERIOD: MARCH 22, 2021 THROUGH MARCH 21, 2024
COMMODITY CODE: 98852-00

SECTION #1 – VENDOR AWARD

H&R Paving, Inc.
1955 NW 110th Ave
Miami, FL 33172
Contact: Raul Gonzalez
Ph: 305-261-3005
Fax: 305-592-6079
Email: abe@hrpaving.com

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

CC AWARD DATE: MARCH 11, 2021
RESOLUTION NO: **21-0096**

AMENDED AMOUNT: N/A
INSURANCE REQUIREMENTS: YES
PERFORMANCE BOND: YES
APPLICABLE ORDINANCES: N/A

Notes: Pursuant to Section 2.31, Additions /Deletions of Services/Items/Suppliers, the addition of Solid Marking Tape to the contract. Here is the pricing:

Line Item	Item Description	Unit	Quantity	Unit Cost
83	SOLID MARKING TAPE: Includes all labor, material and equipment to install a 12" white solid stripe marking on concrete surface.	LF	1	\$ 26.25
84	NEW SHIELD SIGNS: furnishing and installation of Shield performed thermoplastic 6'x15', 125 MIL signs	EA	1	\$2,404.50

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAM, DEPARTMENT OF RESILIENCE AND PUBLIC WORKS
Buyer: Melinda Jeudi
Phone: (305) 416-1784

SECTION #4 - PROCURING AGENCY

CITY OF MIAM, DEPARTMENT OF PROCUREMENT
Buyer: Tahlia Gray
Phone: (305) 416-1912
Email: tgray@miamigov.com

Prepared By: Aimee Gandarilla, 11/1/2021

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AGENDA ITEM CHEAT SHEET

1. TITLE: IFB 1115382 - PAVEMENT RESURFACING SERVICES

2. TYPE OF CONTRACT (Emergency ratification, SS, Piggyback, IFB, RFP, etc.):

Invitation fo Bid ("IFB")

3. TOTAL FISCAL IMPACT IN THE AGGREGATE:

*\$200,181.50 annually for Group 1 - Non-Federally F

4. SOURCE OF FUNDING:

Parks and Recreation Department ("Parks") and Human Services Department

5. CONTRACT SAVINGS ACHIEVED/REVENUE:

N/A

6. SCOPE OF SERVICES:

This nature of this item is to provide pavement resurfacing and roadway repair services.

7. WHAT IS THE TERM OF THE CONTRACT? (Please include OTR's)

The term of this contract is for an initial three (3) years with two (2), two (2) year options to renew.

8. WHAT IS THE METHOD OF AWARD (Group, Item by Item etc.)?

Award of this contract is made to lowest bidder on a group by group basis with a Primary and Secondary basis.

9. IF CITYWIDE, WHAT ARE THE MOST FREQUENT USER DEPARTMENTS?

Resilience and Public Works

10. NAME OF AWARDEE(S):

H&R Paving, Inc.

11. IS THE AWARDEE THE INCUMBENT?

Yes

12. WHEN DOES THE CURRENT CONTRACT EXPIRE?

AUGUST 13, 2020; Contract on extensions

**13. IS THE PRICING HIGHER, LOWER OR THE SAME AS THE CURRENT CONTRACT?
DESCRIBE PRICE DIFFERENTIAL.**

Approximately the same; federally funded projects are new to the contract - hence pricing.

14. WHAT WAS THE PREVIOUS SPEND ON THE CURRENT CONTRACT?

\$3,765,440.94

**15. HOW MANY BIDDERS/PROPOSERS? IF ONLY ONE BIDDER/PROPOSER, WHAT WERE
THE RESULTS OF THE SURVEY?**

Three (3) Bidders submitted bids.

16. OTHER INFORMATION (Did Local Preference affect the award; was any firm deemed non-responsive; if yes which one(s) and why; was there a BAFO, and any other pertinent information):

There were three (3) Bidders that submitted bids, two (2) were deemed non-responsive, one for not meeting the five (5) year minimum requirement, and the other for not submitting all the documentation stated in the minimum requirements.

*\$200,181.50 annually for Group 1 - Non-Federally Funded Projects and \$200,186.48 annually for Group 2 - Federally Funded Projects (approximately \$1,401,270.50 for Group 1 and \$1,401,305.36 for Group 2 for all seven (7) years.



AGENDA ITEM SUMMARY FORM

FILE ID: _____

Date: 10/26/2020

Requesting Department: RPW

Commission Meeting Date: 3/11/2021

District Impacted: ALL

Type: ☒ Resolution ☐ Ordinance ☐ Emergency Ordinance ☐ Discussion Item ☐ Other _____

Subject: Invitation for Bid ("IFB") No. 1115382 - Pavement Resurfacing Services

Purpose of Item:

The nature of this item is to authorize a resolution of the Miami City Commission, accepting the bid received on October 9, 2020 pursuant to IFB 1115382 from the lowest responsive and responsible bidder, H&R Paving, Inc. ("H&R Paving") for the provision of pavement resurfacing services, on and as-needed basis, for the Department of Resilience and Public Works ("Public Works"), on an as needed basis, for an initial term of three (3) years, with the option to renew for two (2) additional two (2) year periods, allocating funds from Public Works' Account No. 40-B73102E and other funding sources, subject to the availability of funds and budget approval at the time of need; authorizing the City Manager to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations and prior budgetary approvals, and in compliance with all applicable provisions of the Code of the City of Miami, Florida, as amended, ("City Code"), including, the City of Miami's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

Background Information:

On September 11, 2020, the Department of Procurement ("Procurement"), on behalf of Public Works issued IFB No. 1115382, Pavement Resurfacing Services, on an as-needed basis, under full and open competition to obtain the services of an experienced and qualified Bidder for the purpose of providing pavement resurfacing and roadway repair services. On October 9, 2020, three (3) bids were received. Two (2) vendors were deemed non-responsive, Procurement is recommending award to H&R Paving, which met all requirements, per the bid specifications, and is the apparent and responsive and responsible bidder. The estimated contract amount is approximately \$200,176.35 annually for Group 1 - Non-Federally Funded Projects; and \$200,181.33 annually for Group 2 - Federally Funded Projects (approximately \$1,401,234.45 for Group 1 and \$1,401,269.31 for Group 2 for all seven (7) years.

Budget Impact Analysis

Does the proposed purchase, legislation, project, or agreement involve a matter for which the Department/Office is requesting payments to occur beyond one (1) year? Please check one: Yes ☐ No ☒ If yes, please describe in writing below the lease, debt, loan, or other financial obligation structure being requested in order to fund/finance your proposed purchase, legislation, project, or agreement: _____

☐ Yes ☒ No Is this item related to revenue?

☒ Yes ☐ No Is this item an expenditure? If so, please identify funding source below.

General Account No.: 40-B73102E

Special Revenue Account No.:

OCI Project No.:

☐ Yes ☒ No Is this Item funded by bonds?

Start Up Capital Cost: _____

Maintenance Cost: _____

Total Fiscal Impact: \$200,176.35 annually Group 1; \$200,181.33 annually Group 2; See background notes.

Does the item require approval from the following departments?

- ☐ Grants
- ☐ Procurement
- ☐ Risk

Final Approvals

(SIGN AND DATE)

Dept. Director _____

**all other approvals will be done through Accela*

..Title

A RESOLUTION OF THE MIAMI CITY COMMISSION, ACCEPTING THE BID RECEIVED ON OCTOBER 9, 2020 PURSUANT TO INVITATION FOR BID ("IFB") 1115382 FROM THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, H&R PAVING, INC. ("H&R PAVING") FOR THE PROVISION OF PAVEMENT RESURFACING SERVICES, ON AN AS-NEEDED BASIS, FOR THE DEPARTMENT OF RESILIENCE AND PUBLIC WORKS ("RPW"), FOR AN INITIAL CONTRACT TERM OF THREE (3) YEARS, WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIODS, ALLOCATING FUNDS FROM ACCOUNT NO. 40-B73102E AND OTHER FUNDING SOURCES, SUBJECT TO THE AVAILABILITY OF FUNDS AND BUDGET APPROVAL AT THE TIME OF NEED; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL OTHER DOCUMENTS, INCLUDING ANY AMENDMENTS, RENEWALS, AND EXTENSIONS, SUBJECT TO ALLOCATIONS, APPROPRIATIONS AND PRIOR BUDGETARY APPROVALS, AND IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, ("CITY CODE"), INCLUDING, THE CITY OF MIAMI'S PROCUREMENT ORDINANCE, ANTI-DEFICIENCY ACT, AND FINANCIAL INTEGRITY PRINCIPLES, ALL AS SET FORTH IN CHAPTER 18 OF THE CITY CODE, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, AND IN COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS, AS MAY BE DEEMED NECESSARY FOR SAID PURPOSE.

..Body

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

WHEREAS, RPW has a continued need for pavement resurfacing and roadway repair services, on an as needed basis.; and

WHEREAS, on September 11, 2020, the Department of Procurement ("Procurement") on behalf of RPW, issued IFB No. 1185386, for the provision of pavement resurfacing and roadway repair services, on an as-needed basis. As required by the Procurement Code, the IFB was advertised and issued on-line.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The bid received October 9, 2020 pursuant to IFB 1115382 from, the lowest responsive and responsible Bidder, H&R Paving, for the provision of pavement resurfacing and roadway repair services on an as-needed basis for an initial contract term of three (3) years, with the option to renew for two (2) additional two (2) year periods. allocating funds from RPW's' Account No. 0001.208000.534000.0000.00000 and other funding sources, subject to the availability of funds and budget approval at the time of need, is accepted.

Section 3. he City Manager{1} is authorized to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations and prior budgetary approvals, and in compliance with all applicable provisions of the City Code, as amended, including, the City of Miami's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. {2}

APPROVED AS TO FORM AND CORRECTNESS:

VICTORIA MÉNDEZ
CITY ATTORNEY

..Footnotes

{1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.

{2} This Resolution shall become effective as specified herein unless vetoed by the Mayor within ten (10) days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission or upon the effective date stated herein, whichever is later.

GROUP 1 - NON-FEDERALLY FUNDED PROJECTS				H&R Paving		
Line Item	Item Description	Unit	Quantity	Unit Cost	BAFO	Total
1	MOBILIZATION, ROADWAY COMPLETE - Mobilization cost for task orders consisting of complete roadway/right-of-way work. Typically consists of many, multiple line items of work and may include all trades required to execute all line items of work within this contract. Most "Roadway Complete" task orders will mainly consist of milling & resurfacing/overlay/etc. with striping, utility adjustments, curb & gutter, minor sidewalk and swale work, and ADA ramps (1 mobilization per task order).	LS	1	\$ 5,000.00	N/A	\$ 5,000.00
2	MOBILIZATION, ASPHALT - Mobilization cost for task orders mainly consisting of milling & resurfacing/overlay/etc. with associated utility adjustments and striping work only (1 mobilization per task order).	LS	1	\$ 1.00	N/A	\$ 1.00
3	MOBILIZATION, PATCHING - Mobilization cost for task orders mainly consisting of utility trench and/or pothole patching requests and/or requests for roadway base soil condition investigations (1 mobilization per task order - 1 block of trench or 10 potholes per task order typ.).	LS	1	\$ 1.00	N/A	\$ 1.00
4	MOBILIZATION, SIDEWALKS/CURBING - Mobilization cost for task orders mainly consisting of concrete sidewalks, ADA ramps, and/or curb & gutter work only, includes associated minor asphalt patching where necessary (1 mobilization per task order).	LS	1	\$ 1,500.00	N/A	\$ 1,500.00
5	MOBILIZATION, STRIPING - Mobilization cost for task orders mainly consisting of paint/thermoplastic striping, messages, symbols, and/or bike/bus lane coating work only (1 mobilization per task order).	LS	1	\$ 300.00	N/A	\$ 300.00
6	MOBILIZATION, ASPHALT STAMPING/PAINTING - Mobilization cost for task orders mainly consisting of thermal stamping and/or colorized coating of specialty asphalt treatment areas (1 mobilization per task order).	LS	1	\$ 1.00	N/A	\$ 1.00
7	RE-MOBILIZATION - For use only if paving equipment and/or sidewalk/concrete crews already demobilized from site, to address additional milling & resurfacing and/or ADA ramps as requested by Public Works Staff (1 mobilization per task order amendment).	LS	1	\$ 1.00	N/A	\$ 1.00
8	NIGHTTIME/SUNDAY WORK ADD-ON - This is a lump sum, cost-per-day, add-on, to be paid when a contractor is required to work, per permitting requirements or as directed by Public Works Staff, on Sundays or at night. This pay item is to help compensate for increased costs associated with overtime labor and enhanced MOT requirements in order to carry out work during non-standard working hours. Typical work being conducted under this add-on will mainly consist of milling, paving, striping, and minor	EA/DAY	1	\$ 5,000.00	N/A	\$ 5,000.00
9	ROADWAY BASE SOIL ASSESSMENT, CONDITION A - Saw cut and remove an average of 2" thick existing asphalt to expose and evaluate the condition of the base. If base is found suitable to the City of Miami's Public Works Staff, clean loose material, recompact, and replace removed asphalt with Type SP-9.5 hot mix asphaltic concrete up to the level of the surrounding surface.	SF	1	\$ 3.00	N/A	\$ 3.00
10	ROADWAY BASE SOIL ASSESSMENT, CONDITION B - Saw cut and remove an average of 2" thick existing asphalt to expose and evaluate the condition of the base. If base is found unsuitable to the City of Miami's Public Works Staff, remove base material and replace with a minimum of 8" of compacted limerock (LBR 100) and 2" of Type SP-9.5 hot mix asphaltic concrete, or 6" of SP-9.5 hot mix asphaltic concrete, up to the level of the surrounding surface.	SF	1	\$ 3.00	N/A	\$ 3.00
11	BARRICADES CONES/DRUMS - Temporary, the first 50 cones and/or drums are considered incidental to all required work under each task order and not compensated for, drums incl. lights when required, includes installation, maintenance, and removal.	EA/DAY	1	\$ 0.50	\$ 0.45	\$ 0.45
12	BARRICADES TYPE II - Temporary, 2'-3', with flashing lights when required, includes installation, maintenance, and removal.	EA/DAY	1	\$ 0.50	\$ 0.45	\$ 0.45

13	BARRICADES TYPE III - Temporary, 6'-8', with flashing lights when required, includes installation, maintenance, and removal.	EA/DAY	1	\$ 0.50	\$ 0.45	\$ 0.45
14	WORK ZONE SIGNAGE - Includes all message and detour signage required per approved MOT plans, the first 10 signs are considered incidental to all required work under each task order and not compensated for, includes installation, maintenance, and removal.	EA/DAY	1	\$ 100.00	N/A	\$ 100.00
15	FLASHING ARROW BOARD - Temporary, multi-mode, includes installation, maintenance, and removal.	EA/DAY	1	\$ 10.00	N/A	\$ 10.00
16	VARIABLE MESSAGE SIGN (VMS) - Message text to be as approved by City Staff or as required by FDOT and County permitting, includes installation, maintenance, and removal.	EA/DAY	1	\$ 25.00	N/A	\$ 25.00
17	RE-GRADE EXISTING SWALE - Includes removal and disposal of excess material if necessary.	SY	1	\$ 50.00	N/A	\$ 50.00
18	BAHIA GRASS SOD - Includes watering for establishment period.	SF	1	\$ 5.00	N/A	\$ 5.00
19	ST AUGUSTINE FLORATAM GRASS SOD - Includes watering for establishment period.	SF	1	\$ 5.00	N/A	\$ 5.00
20	ASPHALT REMOVAL 0-2" - Removal and disposal of asphalt averaging 2" thick or less, includes sawcutting edges of existing asphalt to remain.	SY	1	\$ 25.00	N/A	\$ 25.00
21	ASPHALT REMOVAL 2"-4" - Removal and disposal of asphalt averaging over 2" up to 4" thick, includes sawcutting edges of existing asphalt to remain.	SY	1	\$ 25.00	N/A	\$ 25.00
22	ASPHALT REMOVAL >4" - Removal and disposal of asphalt over 4" thick, includes sawcutting edges of existing asphalt to remain.	SY	1	\$ 25.00	N/A	\$ 25.00
23	CONCRETE REMOVAL 0-6" - Removal and disposal of concrete pads, sidewalks, or roadway pavement averaging 6" thick or less, includes sawcutting edges of existing pad/sidewalk/road section to remain.	SF	1	\$ 2.79	N/A	\$ 2.79
24	CONCRETE REMOVAL 6"-12" - Removal and disposal of concrete pads, sidewalks, or roadway pavement averaging over 6" up to 12" thick, includes sawcutting edges of existing pad/sidewalk/road section to	SF	1	\$ 5.00	N/A	\$ 5.00
25	EXCAVATION - Excavation and removal of excess soils as shown on design plans or directed by Public Works Staff.	CY	1	\$ 30.00	N/A	\$ 30.00
26	STABILIZED SUBGRADE - F&I Type "B" stabilized backfill to the thickness shown on design plans or directed by Public Works Staff, installed and compacted in lifts per City Standards (LBR 40 min. - compaction and testing required and included).	CY	1	\$ 20.00	N/A	\$ 20.00
27	LIMEROCK BASE - F&I limerock base course to the thickness shown on design plans or as directed by Public Works Staff, installed and compacted in lifts per City Standards (LBR 100 - compaction and testing required and included).	CY	1	\$ 30.00	N/A	\$ 30.00
28	MILL AND DISPOSE EXISTING ASPHALT - 1" average thickness, includes sawcutting edges of existing asphalt surfaces to remain.	SY	1	\$ 5.00	N/A	\$ 5.00
29	MILL AND DISPOSE EXISTING ASPHALT, ADD-ON - Additive pricing for each 1/4" of additional thickness of milling (to be used when milling more than 1" average thickness).	SY	1	\$ 1.00	N/A	\$ 1.00
30	1" SUPERPAVE ASPHALT, TYPE SP-9.5 - Traffic C, includes tack coat where necessary.	SY	1	\$ 7.00	N/A	\$ 7.00
31	1.5" SUPERPAVE ASPHALT, TYPE SP-9.5 or SP-12.5 - Traffic C, includes tack coat where necessary.	SY	1	\$ 10.41	N/A	\$ 10.41
32	2" SUPERPAVE ASPHALT, TYPE SP-9.5 or SP-12.5 - Traffic C, includes tack coat where necessary.	SY	1	\$ 14.00	N/A	\$ 14.00
33	1" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 - Traffic C, PG 76-22, includes tack coat where necessary.	SY	1	\$ 8.00	N/A	\$ 8.00
34	1.5" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 or FC-12.5 - Traffic C, PG 76-22, includes tack coat where necessary.	SY	1	\$ 12.00	N/A	\$ 12.00
35	2" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 or FC-12.5 - Traffic C, PG 76-22, includes tack coat where necessary.	SY	1	\$ 16.00	N/A	\$ 16.00

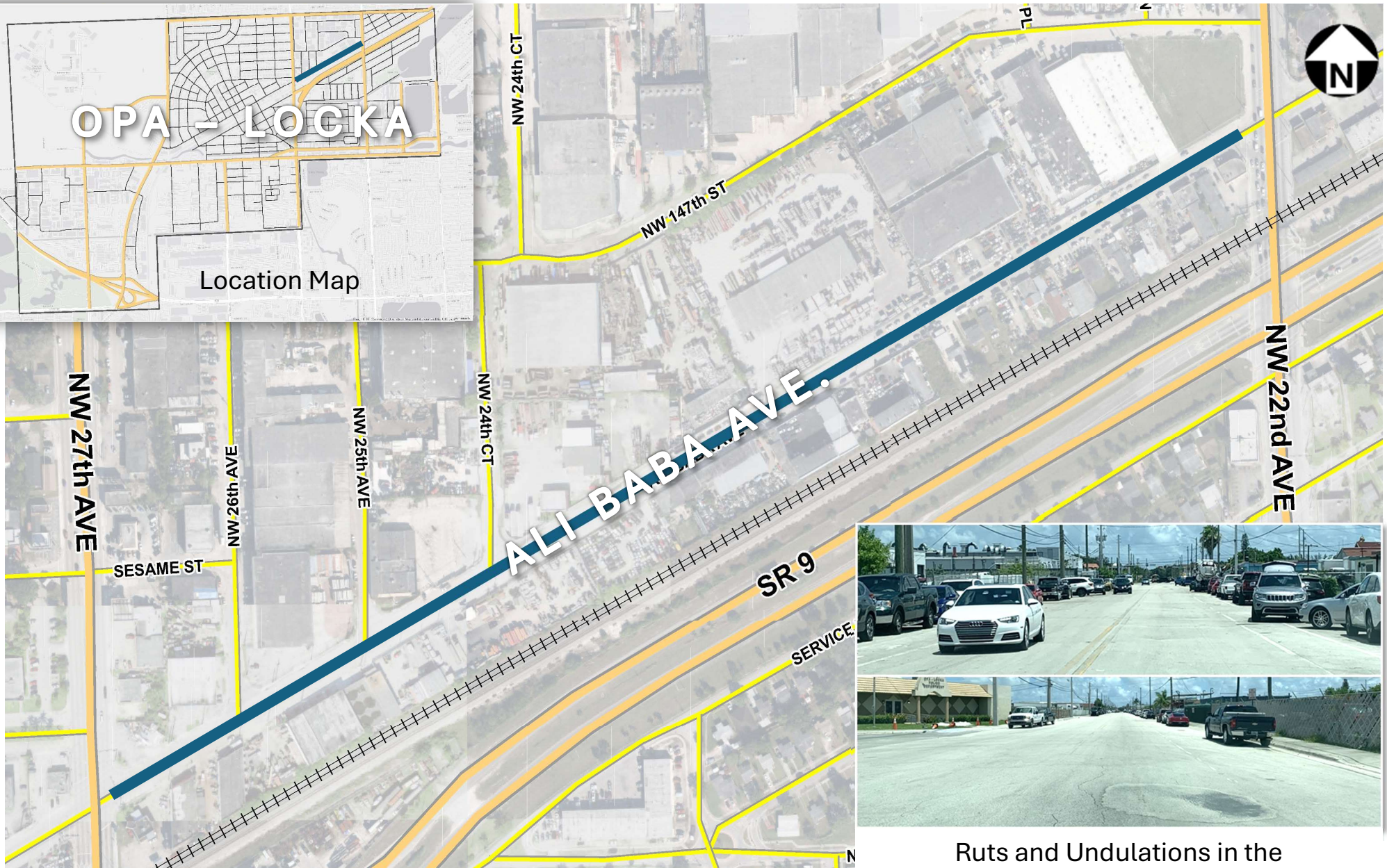
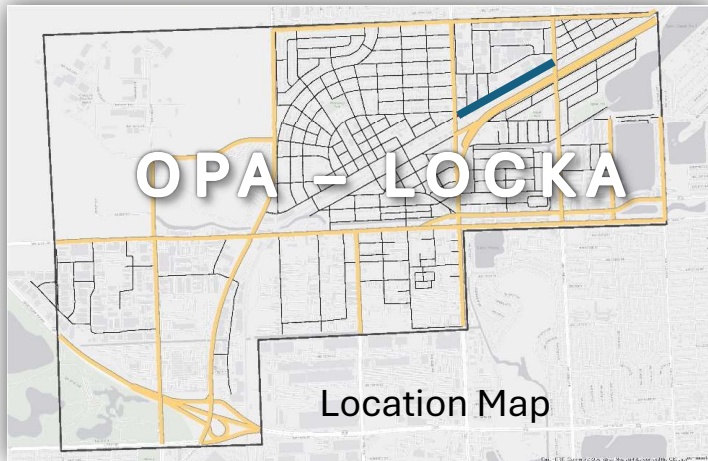
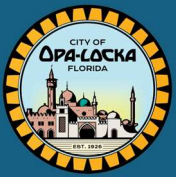
36	POTHOLE REPAIRS - Placement of crushed and compacted limerock and hot mix asphalt to patch potholes, 10 sq.ft. max surface area, and no deeper than 1.5' deep (asphalt to be a minimum of 2" thick, Type SP-9.5, compacted hot mix).	SF	1	\$ 5.00	N/A	\$ 5.00
37	CRACK SEAL - Sealing of asphalt roadway cracks less than 2" wide by application of a bituminous asphalt sealant specifically designed for crack sealing.	LF	1	\$ 5.00	N/A	\$ 5.00
38	UTILITY ADJUSTMENT, STORMWATER INLET - Raise or lower stormwater inlet frame and grate, includes brick and concrete mortar as necessary.	EA	1	\$ 250.00	N/A	\$ 250.00
39	UTILITY ADJUSTMENT, MANHOLE - Raise or lower utility manhole frame/rim and cover, includes brick and concrete mortar as necessary.	EA	1	\$ 500.00	N/A	\$ 500.00
40	UTILITY ADJUSTMENT, VALVE BOX - Raise or lower utility valve boxes, includes flowable fill or cast-in-place concrete ring as necessary.	EA	1	\$ 300.00	N/A	\$ 300.00
41	REMOVE/DISPOSE/REPLACE DAMAGED MANHOLE/INLET FRAME, MD-COUNTY - Removal and disposal of damaged drainage inlet frame and grate or utility manhole frame and lid, includes coordinating with and picking up new frames/grates/lids from Miami-Dade Water and Sewer Department, also includes re-	EA	1	\$ 500.00	N/A	\$ 500.00
42	REMOVE/DISPOSE/REPLACE DAMAGED VALVE COVER, MD-COUNTY - Removal and disposal of damaged water or sewer valve box, includes coordinating with and picking up new frames/grates/lids from Miami-Dade Water and Sewer Department, also includes re-installation.	EA	1	\$ 500.00	N/A	\$ 500.00
43	REPAIR CONCRETE MANHOLE/INLET - Repair of damaged concrete utility manhole or drainage inlet	EA	1	\$ 1,000.00	N/A	\$ 1,000.00
44	CONCRETE CURB AND GUTTER REMOVAL - Removal and disposal of all types of existing concrete curbing and curb & gutter (existing limerock pad to remain if new curbing is being installed).	LF	1	\$ 15.00	N/A	\$ 15.00
45	CONCRETE CURB, NON-REINFORCED - Type "B," "D," "A," and all other standard curb types without gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 25.00	N/A	\$ 25.00
46	CONCRETE CURB, REINFORCED - Steel reinforced Type "B," "D," "A," and all other standard reinforced curb types without gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 36.00	N/A	\$ 36.00
47	CONCRETE CURB AND GUTTER, NON-REINFORCED - Type "F," "E," "RA," and all other standard types of curbing with gutters (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 25.00	N/A	\$ 25.00
48	CONCRETE CURB AND GUTTER, REINFORCED - Steel reinforced Type "F," "E," "RA," and all other standard types of reinforced curbing with gutters (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 36.00	N/A	\$ 36.00
49	CONCRETE DROP CURB OR VALLEY GUTTER, NON-REINFORCED - Non-steel reinforced drop curb or valley gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 25.00	N/A	\$ 25.00
50	CONCRETE DROP CURB OR VALLEY GUTTER, REINFORCED - Steel reinforced drop curb or valley gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 36.00	N/A	\$ 36.00
51	LIMEROCK CURB AND GUTTER PAD - Installation and compaction of limerock base for all types of curbing and curb & gutter, to be installed per City Standards and paid by linear foot of new curbing being installed on top (to be used ONLY under new curbing where existing curbing did not previously exist).	LF	1	\$ 8.00	N/A	\$ 8.00
52	6" THICK CONCRETE SIDEWALK OR DRIVEWAY PAD - 3,000 PSI @ 28 days min. concrete sidewalks, driveway pads, and pedestrian ramps (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the sidewalk, and general compaction/tamping of in-situ soils remaining as a sidewalk base, as necessary).	SF	1	\$ 6.60	N/A	\$ 6.60
53	8"-12" THICK CONCRETE SIDEWALK OR DRIVEWAY PAD - 3,000 PSI @ 28 days min (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the sidewalk, and general compaction/tamping of in-situ soils remaining as a sidewalk base, as necessary).	SF	1	\$ 10.00	N/A	\$ 10.00

54	HIGH STRENGTH CONCRETE DRIVEWAY PAD OR ROADWAY SEGMENT PATCH - 5,000 PSI @ 28 days min (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the area of construction, and general compaction/tamping of in-situ soils, as necessary).	CY	1	\$ 200.00	N/A	\$ 200.00
55	REMOVE, STORE, AND RESET PAVERS - Removal and resetting of existing sidewalk, driveway, or roadway pavers. Includes regrading and compacting of rock sub-base, reinstalling sand setting/leveling base, resetting pavers to match existing patterns, and sand-filling of joints. Pavers broken during construction to be replaced, in-kind, at contractors expense.	SF	1	\$ 10.00	N/A	\$ 10.00
56	DETECTABLE WARNINGS - Truncated ADA tactile domes for ADA pedestrian ramps (Armor Tile - Cast In Place or approved equal)	SF	1	\$ 50.00	\$ 45.00	\$ 45.00
57	ROADSIDE SIGNS, SINGLE POST - Typical/common traffic signage (e.g. stop, street name, yield, do not enter, one way, etc.), includes post and sign per Miami-Dade County Standards (signage surface area less than 12 SF total per assembly).	AS	1	\$ 360.00	N/A	\$ 360.00
58	ROADSIDE SIGNS, SIGN ONLY - F&I new traffic signage on existing sign post (e.g. stop, street name, yield, do not enter, one way, etc.), includes removal and disposal of old sign(s) if necessary (signage surface area less than 12 SF total per assembly).	AS	1	\$ 180.00	N/A	\$ 180.00
59	RELOCATE/RESET EXISTING POST AND SIGN - Remove and relocate, or reset leaning, existing traffic signage, single post.	EA	1	\$ 240.00	N/A	\$ 240.00
60	ROADWAY/HIGHWAY DELINEATOR - 36"-48" High, reflective delineators as approved by FDOT.	EA	1	\$ 72.00	N/A	\$ 72.00
61	REFLECTIVE PAVEMENT MARKERS (RPMs) - Class B, mono or bi-directional, all colors.	EA	1	\$ 4.20	N/A	\$ 4.20
62	PAVEMENT MARKING REMOVAL - Non-destructive micro-planing, grinding, or other approved methods, as directed by Public Works Staff (paid by LF of actual stripe removal, regardless of width of existing	LF	1	\$ 1.20	N/A	\$ 1.20
63	THERMOPLASTIC PAVEMENT MESSAGES - Reflective "ONLY," "MERGE," "SCHOOL," "RxR," etc. roadway messages, per FDOT or Miami-Dade Standards (includes temporary paint messages when necessary).	EA	1	\$ 216.00	N/A	\$ 216.00
64	THERMOPLASTIC DIRECTIONAL ARROWS - Reflective arrow symbols per FDOT or Miami-Dade Standards (includes temporary paint symbols when necessary).	EA	1	\$ 96.00	N/A	\$ 96.00
65	THERMOPLASTIC BIKE LANE MARKINGS - Sharrows and bike symbols with arrows, with or without green high-emphasis background, as directed by Public Works Staff and approved by FDOT and Miami-Dade	EA	1	\$ 360.00	N/A	\$ 360.00
66	GREEN BIKE LANE COATINGS - Installation of green asphalt coatings for designated bike lanes as directed by Public Works Staff and approved by the FDOT through the FHWA.	SY	1	\$ 144.00	N/A	\$ 144.00
67	RED BUS LANE COATINGS - Installation of red asphalt coatings for County-designated Bus Lanes, as directed by Public Works Staff and approved by Miami-Dade County.	SY	1	\$ 144.00	N/A	\$ 144.00
68	SOLID SINGLE 6" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 2.40	N/A	\$ 2.40
69	SOLID DOUBLE 6" THERMOPLASTIC STRIPING - Double yellow, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 4.80	N/A	\$ 4.80

70	SOLID SINGLE 8" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 1.20	N/A	\$ 1.20
71	SOLID DOUBLE 8" THERMOPLASTIC STRIPING - Double yellow, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 1.20	N/A	\$ 1.20
72	SOLID SINGLE 12" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 3.60	N/A	\$ 3.60
73	SOLID SINGLE 18" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 4.80	N/A	\$ 4.80
74	SOLID SINGLE 24" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 6.00	N/A	\$ 6.00
75	THERMOPLASTIC GUIDELINES - 2'-4', 6'-10', or 3'-9' dotted, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 2.40	N/A	\$ 2.40
76	THERMOPLASTIC 10'-30' SKIP LINES - 6" yellow or white, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 2.40	N/A	\$ 2.40
77	PATTERNED ASPHALT STAMPING - Heat-applied, wire rope cable stamping of new or existing asphalt, pattern to match existing or per design drawings (materials, methods, and certifications to be "StreetPrint" by GAF or approved equal).	SF	1	\$ 20.00	N/A	\$ 20.00
78	STAMPED ASPHALT PAINTING - Multi-layered, heat island reducing, non-slip, traffic-rated colored coating to be installed to match existing color patterns or per design drawings (materials, methods, and certifications to be "StreetBond" by GAF or approved equal).	SF	1	\$ 30.00	N/A	\$ 30.00
79	DESIGN, PERMIT, INSTALL RAPID FLASHING BEACON - All materials and labor required to design, permit, and install a complete rapid flashing pedestrian warning beacon assembly. City will provide basis-of-design sample drawings from previous installations (County permitting fees included).	EA	1	#####	N/A	\$ 30,000.00
80	REPLACE TRAFFIC LOOP - Remove and replace existing traffic loops when repaving intersections if existing loop is damaged or if directed by Miami-Dade County (County permitting fees included).	EA	1	\$ 2,500.00	N/A	\$ 2,500.00
81	Special Provision 1 = Contingency Allowance - Unforeseen Conditions					\$50,000
82	Special Provision 2 = Contingency Allowance - Off Duty Police Traffic Control					\$100,000
Total Cost including Contingency Allowance						\$ 200,176.35

Director's Approval: _____

ALI-BABA AVE. Milling, Resurfacing and Stripping (from NW 27th Ave. to NW 22nd Ave.)



Ruts and Undulations in the
Road Surface

H & R Paving, Inc.

1955 NW 110th Ave.
Miami, FL 33172-9111
USA

Voice: (305)261-3005

Fax: (305)592-6079

PROPOSAL

Proposal Number: 070225-CITYOFOP
Proposal Date: Jul 2, 2025
Complete By: Jul 2, 2025
Page: 1

To:

CITY OF OPA LOCKA
780 Fisherman St
OPA-LOCKA, FL 33054

Ship To:

CITYOP
ALIBABA FROM 27 AV TO 22 AV
OPA-LOCKA, FL 33054

Customer ID	PO Number	Sales Rep Name
CITYOP		
Customer Contact	Shipping Method	Payment Terms
Carlos Gonzalez	Courier	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
1.00		1 MOBILIZATION, ROADWAY COMPLETE	5,000.00	5,000.00
1.00		5 MOBILIZATION, STRIPING	300.00	300.00
200.00		11 BARRICADES CONES/DRUMS	0.50	100.00
50.00		14 WORK ZONE SIGNAGE	100.00	5,000.00
20.00		15 FLASHING ARROW BOARD	10.00	200.00
18,500.00		28 MILL AND DISPOSE EXISTING ASPHALT -	5.00	92,500.00
18,500.00		30 1" SUPERPAVE ASPHALT, TYPE SP-9.5 -	7.00	129,500.00
500.00		61 REFLECTIVE PAVEMENT MARKERS	4.20	2,100.00
6,000.00		68 SOLID SINGLE 6" THERMOPLASTIC STRIPING	2.40	14,400.00
2,000.00		72 SOLID SINGLE 12" THERMOPLASTIC STRIPING	3.60	7,200.00
500.00		74 SOLID SINGLE 24" THERMOPLASTIC STRIPING	6.00	3,000.00
6,000.00		76 THERMOPLASTIC 10'-30' SKIP LINES	2.40	14,400.00
0.05		82 Special Provision 2	100000.00	5,000.00
Subtotal				278,700.00
Sales Tax				
Freight				0.00
TOTAL PROPOSAL AMOUNT				278,700.00

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE MIAMI-DADE COUNTY REQUEST FOR PRICE QUOTATION (RPQ) #20240063-R WITH QUALITY PAVING CORP. FOR QUALIFIED PROFESSIONAL SERVICES FOR DRAINAGE IMPROVEMENTS OF MULTIPLE SITES; APPROVING EXECUTION OF THE AGREEMENT, ATTACHED HERETO AS EXHIBIT "A", FOR THE EXCAVATION, INSTALLATION AND CONNECTION OF ADDITIONAL DRAINAGE INFRASTRUCTURE AT NW 133RD STREET, WITHIN THE CITY, IN AN AMOUNT NOT TO EXCEED NINETY-FOUR THOUSAND, TWENTY-THREE DOLLARS AND NINETEEN CENTS (\$94,023.19); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Opa-Locka Administration is seeking approval from the City Commission to piggyback Miami-Dade County's Request for Price Quotation #20240063-R between Miami Dade County and Quality Paving Corp., to install additional drainage infrastructure at NW 133rd Street, within the City of Opa-Locka (The Project); and

WHEREAS, the Project will include excavation, installation, and connection of an additional 240 linear feet of French Drain to the existing infrastructure, within the City of Opa-Locka ("City"); and

WHEREAS, this is a high priority project since flooding along this section of roadway has been severe, and there is now further urgency to mitigate the flooding in this area to minimize the inflow and infiltration into the new sewer system recently installed here; and

WHEREAS, pursuant to the Miami-Dade County's Request for Price Quotation #20240063-R, Quality Paving Corp. was selected as the successful bidder and the City Commission of the City of Opa-Locka desires to piggyback the terms of said bid for an amount not to exceed Ninety-Four Thousand, Twenty-Three Dollars and Nineteen Cents (\$94,023.19); and

WHEREAS, pursuant to Miami-Dade County's Request for Price Quotation #20240063-R, the Agreement with H&R Paving will expire on February 21, 2026, (Attached Exhibit "B"); and

WHEREAS, pursuant to Section 2-318(3) of the City's Purchasing Code (as approved by Ordinance 2020-07) the City may purchase and acquire under contracts with the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs and when the City Manager has determined that the prices of the original contract are competitive and reasonable; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback the Miami-Dade County Request for Price Quotation #20240063-R, utilizing Quality Paving Corp, for the provision of Excavation, Installation, and Connection Services for additional drainage infrastructure at NW 133rd Street, within the City, as provided herein, in an amount not to exceed Ninety-Four Thousand Twenty-Three Dollars and Nineteen Cents (\$94,023.19), in the form attached hereto as Exhibit "A."

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to piggyback on the Miami-Dade County Request for Price Quotation #20240063-R with Quality Paving Corp. for qualified professional services for Drainage Improvements of Multiple Sites and enter into an Agreement with Quality Paving Corp., attached hereto as Exhibit "A", for Excavation, Installation, and Connection Services for additional drainage infrastructure at NW 133rd Street, within the City, in an amount not to exceed Ninety-Four Thousand Twenty-Three Dollars and Nineteen Cents (\$94,023.19).

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Department Director:	Adelina Gross		Department Director Signature:				
Interim City Manager:	Sha'mecca Lawson		ICM Signature:				
Commission Meeting Date:	7.23.2025		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
					X		X
Funding Source: <i>Account#:</i>	<i>(Enter Fund & Dept.)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No					
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	City Manager		Department:	Capital Improvement			

Short Title:

A RESOLUTION OF THE CITY COMMISSION AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK MIAMI-DADE COUNTY DRAINAGE IMPROVEMENTS MULTIPLE SITES PROJECT NO. 20240063-R AGREEMENT WITH QUALITY PAVING CORP. TO INSTALL ADDITIONAL DRAINAGE INFRASTRUCTURE AT NW 133RD STREET.

Staff Summary:

The City Administration is seeking approval from the City Commission to piggyback the Construction Contract Agreement #20240063-R between Miami Dade County and Quality Paving Corp, to install additional drainage infrastructure at NW 133rd Street (The Project).

The Project will include excavation, installation, and connection of an additional 240 linear feet of French Drain to the existing infrastructure. This is a high priority project since flooding along this section of roadway has been severe, and there is now further urgency to mitigate the flooding in this

area to minimize the inflow and infiltration into the new sewer system recently installed here.

A proposal for this project has been received in the amount of \$94,023.19, which includes Maintenance of Traffic and work during night hours to minimize traffic impact.

Financial Impact – The additional Drainage Infrastructure Project will be funded through the Stormwater Management Account

Account	Available Balance	Project Estimated Cost	Remaining Funds
43-538340	\$717,124.82	\$94,023.19	\$623,101.63

Proposed Action:

Staff recommends the City Commission authorize the Interim City Manager to piggyback the contract agreement between Quality Paving Corp and Miami-Dade County for Additional Drainage Infrastructure at NW 133rd Street.

Attachment:

Quality Paving Corp Proposal

NW 133rd Street Proposed Improvements

Miami Dade County Agreement 20240063-R with Quality Paving Corp

**CITY OF OPA-LOCKA AGREEMENT FOR EXCAVATION, INSTALLATION
AND CONNECTION SERVICES FOR ADDITIONAL DRAINAGE
INFRASTRUCTURE AT NW 133RD STREET, WITHIN THE CITY**

**Piggyback Miami-Dade County Request for Price Quotation (RPQ)
20240063-R for Drainage Improvements of Multiple Sites Services**

This Agreement is made this ____ day of _____, 2025, between the City of Opa-Locka, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 780 Fisherman Street, Opa-Locka, Florida 33054 (the "**City**"), and Quality Paving Corp. whose address is 7875 S.W. 40th Street, Suite 229 Miami, FL 33155 (the "**Contractor**").

WITNESSETH

WHEREAS, the Contractor desires to enter into this Agreement ("Agreement") with City to provide Excavation, Installation and Connection Services for additional drainage infrastructure at NW 133rd Street, within the City (the "Project"); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between Miami-Dade County and the Contractor, as set forth in the Miami-Dade County Request for Price Quotation #20240063-R for Drainage Improvements of Multiple Sites ("the RPQ"); and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement commences upon fully execution of this agreement and continues through February 21, 2026, unless terminated earlier by its terms.

Section 2. Contract Terms. The Contractor agrees to provide the City with Excavation, Installation, and Connection Services for additional drainage infrastructure at NW 133rd Street, in accordance with the City's requirements as set forth herein and the Standard Contract between Miami-Dade County and the Contractor dated on or about May 16, 2025 (the "Miami-Dade County Agreement"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes, and are collectively referred to as the "Contract Documents", and represent the entire agreement between the parties. Contractor's proposal shall also be incorporated hereto as Exhibit "B". In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the Miami-Dade County Agreement and the Contractor's accepted proposal for said work.

Section 3. Scope of Work

The following provisions are included:

A City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Adelina Gross as Capital Improvements Program Manager, shall be the City Representative and may be reached at (305)953-2868 Ext. 3001.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten work days of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Opa-Locka shall be substituted for the Miami-Dade County with regard to any and all provisions of the Miami-Dade County Agreement, the RPQ, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals,

representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the Project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Sha'mecca Lawson, Interim City Manager
City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida, Florida 33054

Copy To: Burnadette Norris-Weeks, Esq.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Contractor: Richard Gonzalez
7875 S.W. 40th Street
Suite 229
Miami, FL 33155

Section 5. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 6. E-Verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

Section 7. Anti-human Trafficking. Prior to commencement of services or payment by the City, Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in section 787.06, F.S.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, EMAIL: JFLORES@OPALOCKAFL.GOV OR BY MAIL: CITY OF OPA-LOCKA – CITY CLERK'S OFFICE, 780 FISHERMAN STREET, OPA-LOCKA, FL 33054

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY: City of Opa-Locka

By: _____
Sha'mecca Lawson, Interim City Manager

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE
BY THE CITY OF OPA-LOCKA ONLY:

By: _____
City Attorney
Burnadette Norris-Weeks, P.A.

CONTRACTOR:
Quality Paving Corp.

By: _____

Witness: _____

PRINT NAME

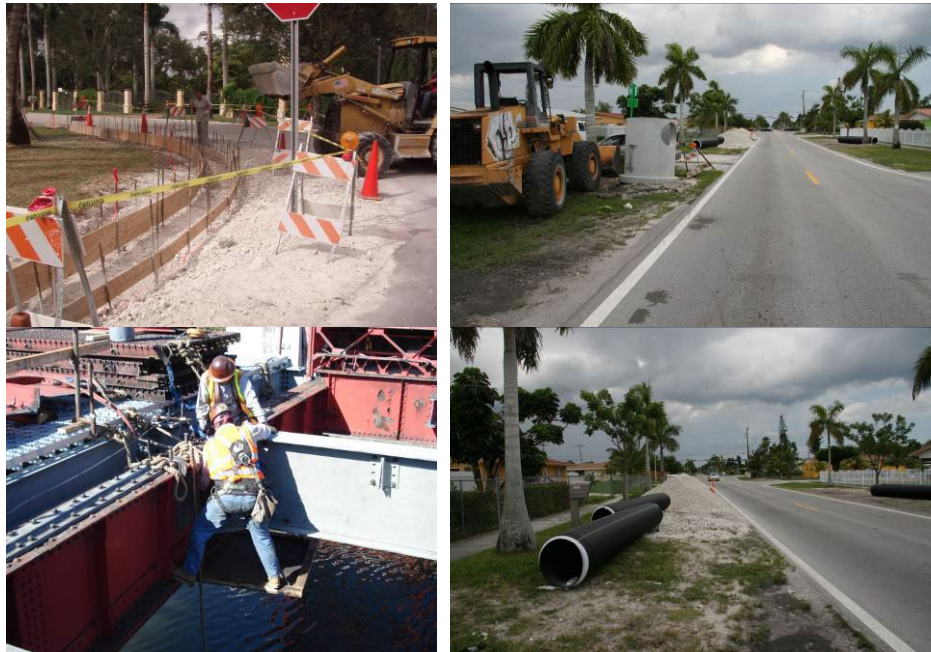
TITLE

Date: _____

Date: _____

EXHIBIT “A”

EXHIBIT “B”



Drainage Improvements Multiple Sites

Miami-Dade County

Supplemental Solicitation
and
Contract Documents

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

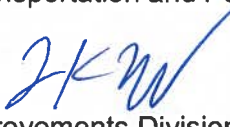
Community Workforce Program:
Not Applicable

DTPW Capital Improvements Engineer:
Elva Rosa Reyes

RPQ Issue Date:
October 3, 2024

Date: April 11, 2025

To: Rene Idarraga, P.E., Chief
Public Works Construction
Department of Transportation and Public Works (DTPW)

From: Tiondra Wright 
Chief, Capital Improvements Division
Department of Transportation and Public Works (DTPW)

Subject: Drainage Improvements- Multiple Sites
Project No. 20240063-R
(Contractor – Quality Paving Corp.)

Attached is the approved, officially executed Purchase Order (P.O.), **#TP-0000013894** for the referenced project. The original approved P.O. must be turned over to the contractor. You may now issue a Notice to Proceed. Please remind the contractor that the Inspector General (IG) fees and User Access Program (UAP) apply to this contract and shall be deducted from all payments accordingly.

TW:/br

Attachment

cc:

Elva Reyes, DTPW
Alex Barrios, DTPW
Katherine Fernandez, DTPW
Alvaro Castro, DTPW
Mario Vasquez Pagan, DTPW
Rafael Solorzano, DTPW
Daryl Hildoer, DTPW
Alfonso Duarte, DTPW
Mercedes Barreras, DTPW
Rene Idarraga, DTPW
Clerk of the Board
Project File



Purchase Order

Page: 1 of 5

Transportation & Public Works

701 NW 1st Court
Miami FL 33136
United States

Dispatched		Dispatch Via Print
Purchase Order	Date	Revision
TP-0000013894	04-09-2025	
Payment Terms	Freight Terms	Ship Via
Net30	Destination	Common Carrier
Buyer	Phone/ Email	Currency
Rodriguez, Bryan	Bryan. Rodriguez3@miamidade.gov	USD

Supplier: 0000011781
QUALITY PAVING CORP
7875 SW 40 STREET, STE.
229
MIAMI FL 33155
United States

Ship To: 111 NW 1ST ST
14th Floor
MIAMI FL 33128-1902
United States

Attention: Not Specified
PO Ref: 20240063-R

Bill To: 111 NW 1st Street
26th Floor
Miami FL 33128-1902
United States

Tax Exempt? Y

Tax Exempt ID: MIAMIDADE

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Base \$440098.87		1	LE	\$440,098.87	\$440,098.87	04/09/2025
	Scope of Work Work includes the construction and installation of drainage structures, French drains, miscellaneous drainage improvements, driveway restoration, grading, sodding, and miscellaneous roadway restoration						

DIST: 1

Chartfields

Status	Percentage	PO Qty	Amount
Open	100.0000	1.0000	\$440,098.87

GLUnit	Fund	Dept	Account	Grant	PCBU	Project	Activity
MDADE	CO005	RECP010000	5991100000	NO-GRANT	MDADE	CTP000000075651	005001

Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consigned
440098.870	USD	USD	ID00000879	N

Schedule Total

\$440,098.87

Contract ID	Parent Contract	Description
20240063-R	MCC-PROGRAM-7360	MISCELLANEOUS CONSTRUCTION PLA

Item Total

\$440,098.87

2 - 1	Contingency \$29551.00	1	LE	\$29,551.00	\$29,551.00	04/09/2025
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DIST: 1

Chartfields

Status	Percentage	PO Qty	Amount
Open	100.0000	1.0000	\$29,551.00

GLUnit	Fund	Dept	Account	Grant	PCBU	Project	Activity
--------	------	------	---------	-------	------	---------	----------



Purchase Order

Page: 2 of 5

Transportation & Public Works

701 NW 1st Court
Miami FL 33136
United States

Dispatched		Dispatch Via Print
Purchase Order TP-0000013894	Date 04-09-2025	Revision
Payment Terms Net30	Freight Terms Destination	Ship Via Common Carrier
Buyer Rodriguez, Bryan	Phone/ Email Bryan. Rodriguez3@miamidade. gov	Currency USD

Supplier: 0000011781
QUALITY PAVING CORP
7875 SW 40 STREET, STE.
229
MIAMI FL 33155
United States

Ship To: 111 NW 1ST ST
14th Floor
MIAMI FL 33128-1902
United States

Attention: Not Specified
PO Ref: 20240063-R

Bill To: 111 NW 1st Street
26th Floor
Miami FL 33128-1902
United States

Tax Exempt? Y

Tax Exempt ID: MIAMIDADE

Replenishment Option: Standard

MDADE	CO005	RECP010000	5991100000	NO-GRANT	MDADE	CTP0000000068854	005001
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Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consigned
29551.000	USD	USD	ID00000879	N

Schedule Total \$29,551.00

Contract ID	Parent Contract	Description
20240063-R	MCC-PROGRAM-7360	MISCELLANEOUS CONSTRUCTION PLA

Item Total \$29,551.00

3 - 1 Dedicated \$10555.45 1 LE \$10,555.45 \$10,555.45 04/09/2025

DIST: 1

Chartfields

Status	Percentage	PO Qty	Amount
Open	100.0000	1.0000	\$10,555.45

GLUnit	Fund	Dept	Account	Grant	PCBU	Project	Activity
MDADE	CO005	RECP010000	5991100000	NO-GRANT	MDADE	CTP0000000068854	005001

Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consigned
10555.450	USD	USD	ID00000879	N

Schedule Total \$10,555.45

Contract ID	Parent Contract	Description
20240063-R	MCC-PROGRAM-7360	MISCELLANEOUS CONSTRUCTION PLA

Item Total \$10,555.45

4 - 1 Base \$379249.06 1 LE \$379,249.06 \$379,249.06 04/09/2025

DIST: 1

Chartfields

Status	Percentage	PO Qty	Amount
Open	100.0000	1.0000	\$379,249.06

GLUnit	Fund	Dept	Account	Grant	PCBU	Project	Activity
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Purchase Order

Page: 3 of 5

Transportation & Public Works

701 NW 1st Court
Miami FL 33136
United States

Dispatched		Dispatch Via Print
Purchase Order	Date	Revision
TP-0000013894	04-09-2025	
Payment Terms	Freight Terms	Ship Via
Net30	Destination	Common Carrier
Buyer	Phone/ Email	Currency
Rodriguez, Bryan	Bryan. Rodriguez3@miamidade.gov	USD

Supplier: 0000011781
QUALITY PAVING CORP
7875 SW 40 STREET, STE.
229
MIAMI FL 33155
United States

Ship To: 111 NW 1ST ST
14th Floor
MIAMI FL 33128-1902
United States

Attention: Not Specified
PO Ref: 20240063-R

Bill To: 111 NW 1st Street
26th Floor
Miami FL 33128-1902
United States

Tax Exempt? Y

Tax Exempt ID: MIAMIDADE

Replenishment Option: Standard

MDADE	CO005	RECP010000	5991100000	NO-GRANT	MDADE	CTP0000000068854	005001
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Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consigned
379249.060	USD	USD	ID00000879	N

Schedule Total \$379,249.06

Contract ID	Parent Contract	Description
20240063-R	MCC-PROGRAM-7360	MISCELLANEOUS CONSTRUCTION PLA

Item Total \$379,249.06

5 - 1 Contingency \$13211.1 1 LE \$13,211.10 \$13,211.10 04/09/2025

DIST: 1

Chartfields

Status	Percentage	PO Qty	Amount
Open	100.0000	1.0000	\$13,211.10

GLUnit	Fund	Dept	Account	Grant	PCBU	Project	Activity
MDADE	CO005	RECP010000	5991100000	NO-GRANT	MDADE	CTP0000000068854	005001

Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consigned
13211.100	USD	USD	ID00000879	N

Schedule Total \$13,211.10

Contract ID	Parent Contract	Description
20240063-R	MCC-PROGRAM-7360	MISCELLANEOUS CONSTRUCTION PLA

Item Total \$13,211.10

6 - 1 Dedicated \$22262.62 1 LE \$22,262.62 \$22,262.62 04/09/2025

DIST: 1

Chartfields

Status	Percentage	PO Qty	Amount
Open	100.0000	1.0000	\$22,262.62

GLUnit	Fund	Dept	Account	Grant	PCBU	Project	Activity
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Purchase Order

Page: 4 of 5

Transportation & Public Works

701 NW 1st Court
Miami FL 33136
United States

Dispatched		Dispatch Via Print
Purchase Order	Date	Revision
TP-0000013894	04-09-2025	
Payment Terms	Freight Terms	Ship Via
Net30	Destination	Common Carrier
Buyer	Phone/ Email	Currency
Rodriguez, Bryan	Bryan. Rodriguez3@miamidade. gov	USD

Supplier: 0000011781
QUALITY PAVING CORP
7875 SW 40 STREET, STE.
229
MIAMI FL 33155
United States

Ship To: 111 NW 1ST ST
14th Floor
MIAMI FL 33128-1902
United States

Attention: Not Specified
PO Ref: 20240063-R

Bill To: 111 NW 1st Street
26th Floor
Miami FL 33128-1902
United States

Tax Exempt? Y

Tax Exempt ID: MIAMIDADE

Replenishment Option: Standard

MDADE	CO005	RECP010000	5991100000	NO-GRANT	MDADE	CTP0000000068854	005001
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Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consiged
22262.620	USD	USD	ID00000879	N

Schedule Total \$22,262.62

Contract ID	Parent Contract	Description
20240063-R	MCC-PROGRAM-7360	MISCELLANEOUS CONSTRUCTION PLA

Item Total \$22,262.62

7 - 1 Base \$178173.83 1 LE \$178,173.83 \$178,173.83 04/09/2025

DIST: 1

Chartfields

Status	Percentage	PO Qty	Amount
Open	100.0000	1.0000	\$178,173.83

GLUnit	Fund	Dept	Account	Grant	PCBU	Project	Activity
MDADE	CO005	RECP010000	5991100000	NO-GRANT	MDADE	CTP0000000068698	005001

Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consiged
178173.830	USD	USD	ID00000879	N

Schedule Total \$178,173.83

Contract ID	Parent Contract	Description
20240063-R	MCC-PROGRAM-7360	MISCELLANEOUS CONSTRUCTION PLA

Item Total \$178,173.83

8 - 1 Contingency \$18273.8 1 LE \$18,273.80 \$18,273.80 04/09/2025

DIST: 1

Chartfields

Status	Percentage	PO Qty	Amount
Open	100.0000	1.0000	\$18,273.80

GLUnit	Fund	Dept	Account	Grant	PCBU	Project	Activity
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Purchase Order

Page: 5 of 5

Transportation & Public Works

701 NW 1st Court
Miami FL 33136
United States

Dispatched		Dispatch Via Print
Purchase Order TP-0000013894	Date 04-09-2025	Revision
Payment Terms Net30	Freight Terms Destination	Ship Via Common Carrier
Buyer Rodriguez, Bryan	Phone/ Email Bryan. Rodriguez3@miamidade. gov	Currency USD

Supplier: 0000011781
QUALITY PAVING CORP
7875 SW 40 STREET, STE.
229
MIAMI FL 33155
United States

Ship To: 111 NW 1ST ST
14th Floor
MIAMI FL 33128-1902
United States

Attention: Not Specified
PO Ref: 20240063-R

Bill To: 111 NW 1st Street
26th Floor
Miami FL 33128-1902
United States

Tax Exempt? Y

Tax Exempt ID: MIAMIDADE

Replenishment Option: Standard

MDADE	CO005	RECP010000	5991100000	NO-GRANT	MDADE	CTP000000068698	005001
-------	-------	------------	------------	----------	-------	-----------------	--------

Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consigned
18273.800	USD	USD	ID00000879	N

Schedule Total \$18,273.80

Contract ID	Parent Contract	Description
20240063-R	MCC-PROGRAM-7360	MISCELLANEOUS CONSTRUCTION PLA

Item Total \$18,273.80

Total PO Amount \$1,091,375.73



ALTER
SURETY GROUP

www.altersurety.com

IMPORTANT NOTICE

You are required to record your bonds in the County records prior to commencement.

Florida Statutes requires that YOU, the Prime Contractor, RECORD YOUR BONDS with the Clerk of the County where the project is located, PRIOR TO COMMENCEMENT.

For public projects, please see Florida Statutes 255.05 (1)(a)

For Privately owned projects, please see the Florida Statutes 713.13 (1) (a)

FAILURE TO PROPERLY RECORD A BOND may convert it from a Statutory Bond to a Common Law Bond, which INCREASES the time in which a CLAIMANT OR OBLIGEE can make a demand AGAINST your bond AND potentially INVITING claims that would otherwise be invalid.

CONDITIONAL BONDS ONLY: In the Notice of Commencement, where the bond is referenced, please make sure either you or the owner lists the bond as a **CONDITIONAL PAYMENT BOND** (the word conditional must be used)

Attached is an EXTRA ORIGINAL FOR RECORDING of your Performance and Payment Bond. In most cases, the Clerk will stamp the bond with the filing location and return the original to you. If the Clerk does not return the original, please ask for a copy with the filing location stamped on it. This is your proof that the bond was filed. It is IMPORTANT THAT YOU KEEP THIS IN YOUR JOB RECORDS.

We hope your project is a profitable and successful venture.

Please contact us if you have any questions in the regard.

Thank you for allowing Alter Surety Group, Inc to be of service.



www.altersurety.com

November 14, 2024

Miami-Dade County
111 NW 1st St
Miami, FL 33128

RE: Quality Paving Corp.
Project: Drainage Improvements Multiple Sites
Contract No: MCC 7360 Plan, RPQ NO. 20240063-R
Bond No. PB12159900406

To Whom It May Concern:

We have executed the enclosed bonds on behalf of the above captioned contractor in favor of the Miami-Dade County. Please note that we have not dated the bonds or the Power of Attorney. The copy of the contract we received was not dated and as the bonds follow the contract they should not be dated prior to the contract.

Please accept this letter as authorization to date the enclosed Performance bond(s), Payment bond(s), and the attached Power of Attorney for the captioned project. Please date these items concurrently with the contract date and fax a copy to our office at 305-328-4838 or email doreen@altersurety.com **so that we can activate the bond coverage. Please note that failure to timely provide the undersigned with the requested information may impact coverage under the bond.**

Please do not hesitate to contact our office should you have any questions in this regard. Thank you.

Yours truly,
Philadelphia Indemnity Insurance Company

David T. Satine,
Attorney-in-Fact

ALTER SURETY GROUP, INC.

Bond Department - Public Works Bond

In compliance with Florida Statute Chapter 255.05, the provisions and limitations of section 255.05 Florida Statutes, including but not limited to, the notice and time limitations in Sections 255.05(2) and 255.05(10) are incorporated in this bond by reference.

Bond Number: PB12159900406

Contractor Quality Paving Corp.

Address & 7875 S.W. 40th Street, Suite 229, Miami, FL 33172

Phone No.: 305-261-2426

Surety Philadelphia Indemnity Insurance Company

Address & One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004

Phone No.: 610-206-7836

Owner Name: Miami-Dade County

Address & 111 NW 1st St, Miami, FL 33128

Phone No.: 305-375-5126

Contracting Public Entity

(if different from the owner) Department of Transportation and Public Works

Address & 111 NW First Street, Suite 1410, Miami, FL. 33128-1970

Phone No.: 305-375-2930

Contract/Project Number: CICC 7360-0/08 Contract - RPQ NO. 20240063-R

Project Name: Drainage Improvements Multiple Sites

Project Location: Various locations

Legal Description

And Street Address: Various

Description of Improvement: Drainage Improvements Multiple Sites - Construction and Installation of Drainage Structures. French Drains, Miscellaneous Drainage Improvements.

This bond is given to comply with section 255.05 Florida Statutes and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes. Any provision of this bond which conflict with or purports to grant broader or more expanded coverage in excess of the minimum requirements of the applicable statute shall be deemed deleted herefrom. This bond is a statutory bond, not a common law bond.

This is the *front page* of the bond.

All other page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We Quality Paving Corp., as Principal, whose principal business address is 7875 S.W. 40th Street, Suite 229, Miami, FL. 33155, as Contractor under the contract dated , 20 , between Principal and Miami-Dade County for the construction of Drainage Improvements - Multiple Sites Project No. RPQ No. 20240063-R (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and Philadelphia Indemnity Insurance Company, a corporation, whose principal business address is One Bala Plaza, Suite 100, Bala Cynwyd, PA. 19004-0950 as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of One Million Ninety One Thousand, Three Hundred Seventy Five Dollars and 73/100 (U.S. dollars) \$ 1,091,375.73, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

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

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

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

Project Name: Drainage Improvements Multiple Sites
Project No. 20240063-R (MCC 7360 Plan)

SURETY PERFORMANCE BOND (Cont'd)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed
by their appropriate officials as of the _____ day of _____, 20 24.

CONTRACTOR

Quality Paving Corp.

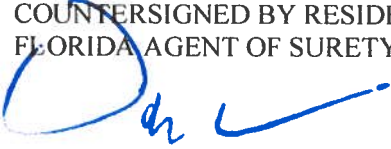
(Contractor Name)

BY: 

(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:



(Copy of Agent's current Warren M. Alter
Identification Card as issued by
State of Florida Insurance Commissioner
must be attached)

SURETY:

Philadelphia Indemnity Insurance Company

By: 

David T. Satine, Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

WARREN MITCHELL ALTER

License Number : A004782

Resident Insurance License

- 0216 - LIFE
- 0220 - GENERAL LINES (PROP & CAS)
- 0218 - LIFE & HEALTH

Issue Date

- 04/08/1989
- 06/27/1989
- 04/08/1989

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at <http://www.myfloridacfo.com/agents/>.



Jeff Atwater
Chief Financial Officer
State of Florida

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **David T. Satine, Warren M. Alter and Jonathan A. Bursevich of Alter Surety Group, Inc.** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)



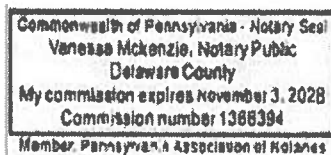
John Glomb

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Linwood, PA

My commission expires:

November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this ____ day of _____, 20²⁴.



Edward Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

P&P Bond Approved
Adriana Cruz
01/15/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eastern Insurance Group, Inc. 7400 SW 50th Terrace Suite 100 Miami FL 33155	7588	CONTACT NAME: Amanda Nogues PHONE (A/C, No, Ext): (305) 595-3323 FAX (A/C, No): (305) 595-7135 E-MAIL ADDRESS: amanda.nogues@eigrisk.com
INSURED Quality Paving Corp. 7875 SW 40th Street, #229 Miami FL 33155	6050	INSURER(S) AFFORDING COVERAGE INSURER A: Bridgefield Employers Insuranc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** Master 24-25**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	830-50176	12/25/2024	12/25/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)SIDEWALK, CURB, PAVING AND DRAINAGE
Contract - RPQ 20240063-R Drainage Improvements Multiple Sites

Approved as to Insurance Requirements

Adriana Cruz
01/15/2025**CERTIFICATE HOLDER****CANCELLATION**MIAMI DADE COUNTY RISK MANAGEMENT DIVISION
111 NW 1 STREET STE.2340

MIAMI

FL 33128

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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November 13, 2024

Mr. Richard Gonzalez
Quality Paving Corporation
7875 SW 40th St., Suite #229
Miami, Florida 33155

E-Mail: qualitypavingcorp@hotmail.com
Telephone: 305 261 2426

Re: **Recommendation for Award CICC 7360-0/08 Contract – RPQ No. 20240063-R**
Drainage Improvements Multiple Sites

Dear Mr. Gonzalez,

In accordance with Section 2-84.4 of the Code of Miami Dade County, this letter serves to notify you and all bidders on this solicitation that your firm has been recommended for award for the referenced Request for Price Quotation (RPQ) based on the bid submitted on Wednesday, November 6, 2024. Pursuant to the reference legislation, the three (3) day protest period shall commence upon the posting of this recommendation to award. This contract award will be effective only in accordance with the condition of the solicitation, which requires execution by both parties of the Notice to Proceed (NTP).

The value of the award is **\$1,091,375.73**. This includes your base bid amount of **\$952,080.00**, a contingency amount of **\$95,208.00** and dedicated allowances totaling **\$44,087.73**. The contract term is established as **270 calendar days**. However, the recommendation of the award is contingent upon the submission of the required items listed below:

1. Performance and Payment Bond as required under Article 1.09, Payment and Performance Bonds of the Supplementary Instructions to Bidders. Provide three (3) original sets of the attached document.
2. Letter from Bonding Agent granting Miami-Dade County authorization to date the Performance Bond.
3. Copies of current insurance certificates.
4. Copies of required license(s).

The preceding documents are required as outlined within the RPQ project specification and the MCC 7360 Plan. They must be submitted within 10 business days. Failure to submit the document(s) within the specified time, or any extension granted, will result in the award being rescinded.

After the review and approval of the aforementioned documents, you are required to obtain the required permits in the time stipulated in the RPQ. Upon obtaining the permit(s), a copy(s) must be submitted to the Project Manager prior to commencement of work. No work is to be performed without a permit unless the Project Manager issues a written directive to proceed without permit(s).

All construction work must be performed by contractors certified in accordance with Section 10-33.02 of the Code of Miami-Dade County. The scope of work must be performed in accordance with the terms and conditions, all permits and inspections and in accordance with all applicable Federal, State and local laws, codes and regulations.

Page 2
Recommendation for Award
RPQ No. 20240063-R

No award of this contract shall be effective and thereby give rise to a contractual relationship with the County unless and until a purchase order for this RPQ has been approved and issued, and a Notice to Proceed has been executed.

Should you have any questions, please contact me at (305) 375-2930.

Sincerely,



Alejandro Barrios
Assistant Director, Construction Division
Department of Transportation and Public Works

AB: er

c: Bassam Moubayed, DTPW
Rene Idarraga, P.E. DTPW
Elva R. Reyes, DTPW
Liza Herrera, P.E. DTPW
Mario Vasquez-Pagan, DTPW
Alvaro Castro, DTPW
Laurie Johnson, SBD
Alice Hidalgo-Gato, SBD
Carlos Fernandez, SBD
Doming Colas, SBD
Clerk of the Board
Project File

Miami-Dade County Department of Transportation and Public Works

Contract Prices

Project Title: Drainage Improvements Multiple Sites

Project No: 20240063-R

Contractor: QUALITY PAVING CORPORATION

Bid Date: 11/06/2023

Item Number	Description	Unit	Estimated Quantity	Unit Price	Estimated Total
102-74-1	BARRICADES (TEMPORARY- TYPE I, II, VP & DRUM).	EA/DAY	22,800.0	\$0.25	\$5,700.00
102-74-2	BARRICADES (Temporary, Type III, 6')	EA/DAY	2,720.0	\$0.50	\$1,360.00
102-77	HIGH INTENSITY FLASHING LIGHTS (TEMPORARY, TYPE "B")	EA/DAY	2,340.0	\$0.20	\$468.00
102-91-1A	PAVEMENT MARKING TEMPORARY (Solid) (Any width) (Yellow or White) (Paint)	L.F.	300.0	\$5.00	\$1,500.00
102-99	VARIABLE MESSAGE SIGN (Temporary)	EA/DAY	60.0	\$50.00	\$3,000.00
102-76A	ADVANCE WARNING ARROW PANEL	EA/DAY	1,200.0	\$4.00	\$4,800.00
104-10-3	Sediment Barrier	L.F.	500.0	\$3.00	\$1,500.00
104-18	Inlet Protection System	EA.	31.0	\$80.00	\$2,480.00
110-3-1	REMOVAL OF STRUCTURE (Inlet or Manhole) (Includes removal & disposal of structure, and plugging of abandoned pipe with concrete) (this item to be used when in conflict with new structure)	EA.	1.0	\$2,000.00	\$2,000.00
110-4	REMOVAL OF EXISTING PAVEMENT	S.Y.	40.0	\$50.00	\$2,000.00
125-8	BACKFILL EXISTING TRENCH WITH SELECT FILL	C.Y.	60.0	\$10.00	\$600.00
327-70-01	MILLING, 1" AVERAGE DEPTH	S.Y.	2,288.0	\$8.00	\$18,304.00
331-72-10A-HMA	ROADWAY PAVEMENT RESTORATION (Replace and match existing base thickness and asphalt course with 8" minimum, primed Limerock Base and 1" thick of HMA, Asphalt Work Category 3)	S.Y.	1,773.0	\$55.00	\$97,515.00
331-72-10B-HMA	INLET PAVEMENT (Includes 6" Limerock Base and 1" thick of HMA, Asphalt Work Category 2)	S.Y.	133.0	\$50.00	\$6,650.00
334-2-13-1	Hot Mix Asphalt, Traffic C, SP-9.5	TON	224.0	\$200.00	\$44,800.00
334-2-13-1A	Driveway Pavement-Asphalt	S.Y.	84.0	\$50.00	\$4,200.00
350-1-1A	Driveway Pavement-Concrete	S.Y.	111.0	\$55.00	\$6,105.00
400-1-15	CLASS I CONCRETE [(Miscellaneous) (Collars, pipe plugs,structure plugs etc.) (This item is contingent upon field conditions and may be increased decreased or eliminated by the Engineer)]	C.Y.	20.0	\$0.10	\$2.00
425-1-1	SWALE INLET TYPE D-3 (36"Dia.) (Less than 10 feet deep)	EA.	9.0	\$5,500.00	\$49,500.00
425-1-2A	SWALE INLET TYPE D-3 (36"X36" , less than 10' deep)	EA.	2.0	\$6,500.00	\$13,000.00
425-1-35	CURB INLET TYPE P-5 (Any Dimension) (Max. 15' Deep)	EA.	3.0	\$7,500.00	\$22,500.00
425-1-36	CURB INLET TYPE P-6 (Any Dimension) (Max. 15' Deep)	EA.	3.0	\$8,000.00	\$24,000.00
425-1-902	SWALE INLET TYPE P-10M (Any dimension, maximum depth 15')	EA.	4.0	\$6,500.00	\$26,000.00
425-1-907A	POLLUTION RETARDANT BAFFLE (Any type) (Any dimension)	EA.	5.0	\$400.00	\$2,000.00
425-2-41	MANHOLE (Type P-7T, Any dimension, maximum 15' deep)	EA.	12.0	\$5,000.00	\$60,000.00
425-79	CORE AND TIE TO EXIST. DRAINAGE STRUCTURES. (Any pipe size hole opening)(Including mortar seal)] (This item is contingent upon field conditions and may be increased, decreased or eliminated by the engineer)	EA.	8.0	\$1,100.00	\$8,800.00
425-82	MODIFY STRUCTURE- Cut to enlarge opening as needed in order to accomodate pipe due to utility conflict(s), brick and mortar as needed.	EA.	7.0	\$1,000.00	\$7,000.00
430-94-1-1	DESILT PIPE (0 TO 48")	L.F.	580.0	\$6.00	\$3,480.00
430-95-2	Desilting Drainage Structure	EA	27.0	\$350.00	\$9,450.00
430-171-115	Pipe Culvert 15" Diameter (Round)	L.F.	335.0	\$100.00	\$33,500.00
430-171-118	Pipe Culvert 18" Diameter (Round)	L.F.	140.0	\$105.00	\$14,700.00
430-171-124	Pipe Culvert 24" Diameter (Round)	L.F.	145.0	\$110.00	\$15,950.00
443-70-3-2	French Drain (18" diameter pipe, trench depth 10 ft bls)	L.F.	780.0	\$235.00	\$183,300.00

Miami-Dade County Department of Transportation and Public Works

Contract Prices

Project Title: Drainage Improvements Multiple Sites

Project No: 20240063-R

Contractor: QUALITY PAVING CORPORATION

Bid Date: 11/06/2023

Item Number	Description	Unit	Estimated Quantity	Unit Price	Estimated Total
443-70-4-2	French Drain (24" diameter perforated pipe; trench depth 10 ft. BLS)	L.F.	860.0	\$240.00	\$206,400.00
520-1-10	CONCRETE CURB & GUTTER (Type F) (6" Curb, 18" Gutter) (Includes cost of limerock base and subgrade)	L.F.	290.0	\$40.00	\$11,600.00
522-1(1)	CONCRETE SIDEWALK [4" THICK, 3,000 P.S.I. CONCRETE AT 28 DAYS (Includes the cost of pedestrian ramps and sidewalk curbs)	S.Y.	340.0	\$55.00	\$18,700.00
522-2	CONCRETE SIDEWALK (6" Thick, 3000 P.S.I. concrete at 28 days) (including pedestrian ramps and sidewalk curbs)	S.Y.	30.0	\$90.00	\$2,700.00
575-2A	SODDING-St Augustine, or match existing, includes watering and maintenance. Contingent item based on field conditions, may be increased, or decreased by the engineer.	S.Y.	2,623.0	\$10.00	\$26,230.00
580-3	Tree protection barricades	L.F.	80.0	\$10.00	\$800.00
706-1-12	REFLECTIVE PAVEMENT MARKERS (class B, mono or bi-directional, all colors)	EA.	103.0	\$12.00	\$1,236.00
711-11-121	THERMOPLASTIC (White) (Solid) (6")	L.F.	1,235.0	\$2.00	\$2,470.00
711-11-123	THERMOPLASTIC (White) (Solid) (12")	L.F.	35.0	\$20.00	\$700.00
711-11-125	THERMOPLASTIC (White) (Solid) (24")	L.F.	14.0	\$20.00	\$280.00
711-11-141	THERMOPLASTIC (White) (Skip) (6")	L.F.	1,200.0	\$2.00	\$2,400.00
711-11-221	THERMOPLASTIC (Yellow) (Solid) (6")	L.F.	1,200.0	\$2.00	\$2,400.00
ALLOWANCE ACCOUNTS (used as approved by the engineer pursuant to the requirements of the Contract Documents)					
999	CONTINGENCY FUND (10% OF SUBTOTAL AMOUNT)	L.S.	1.0	\$95,208.00	\$95,208.00
101-1	MOBILIZATION	W.O.	5.0	\$500.00	\$2,500.00
102-10A	OFF-DUTY LAW ENFORCEMENT OFFICER	L.S.	1.0	\$15,000.00	\$15,000.00
102-1M	MAINTENANCE OF TRAFFIC (Including traffic cones, temporary signs, flag men, etc.) (Shall not exceed 2% of Contract Sub-total Amount)	L.S.	1.0	\$19,041.60	\$19,041.60
990	ALLOWANCE-PERMITS	L.S.	1.0	\$7,050.00	\$7,050.00
999-2A	For Reimbursement of Costs Associated with The Independent Private Sector Inspector General (0.25%) Applied to All Other Allowances Paid at Invoice Cost	L.S.	1.0	\$55.13	\$55.13
999-2C	For Reimbursement of Costs Associated with the Utility Access Program (UAP) Fee (2%) Applied to All Other Allowances Paid at Invoice Cost	L.S.	1.0	\$441.00	\$441.00

Department of
Transportation and Public
Works

Capital Improvements Division
111 NW 1st Street, Suite 1410
Miami, FL 33128, 33128



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

Contract No: MCC 7360 Plan

RPQ No: 20240063-R

RPQ BID FORM – ATTACHMENT 5A

RPQ Project Name: Drainage Improvements Multiple Sites

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

\$ 952,080.00

Bidder's Company Name: Quality Paving Corp

Company Address: 7578 SW 40th St, Suite #229

City: Miami

State: FL

Zip: 33155

Telephone No: (305) 261-2426

Fax No: (305) 261-2690

E-Mail: qualitypavingcorp@hotmail.com

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

Name of Person Submitting Quote (Print): Richard Gonzalez

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

Signature: [Signature]

Date: 11/05/2024

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

SURETY BID BOND		DATE BOND EXECUTED (must not be later than bid opening date) November 4th, 2024		REV. 0216 DTPW
PRINCIPAL (Full legal name and business address) Quality Paving Corp. 7875 S.W. 40th Street, Suite 229 Miami, FL. 33155			TYPE OF ORGANIZATION ("X" one) ☐ Individual ☐ Partnership ☐ Joint Venture ☒ Corporation	
SURETY (Name and business address) Philadelphia Indemnity Insurance Company One Bala Plaza, Suite 100 Bala Cynwyd, PA. 19004-0950				
PENAL SUM OF BOND	*****Five Percent of the Total amount Bid*****			
BID IDENTIFICATION	Project No:	20240063-R	Bid Opening Date:	November 6th, 2024
	County Project Name	Drainage Improvements Multiple Sites		

OBLIGATION

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

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

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

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

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

CONDITIONS

The Principal has submitted the Bid identified above.

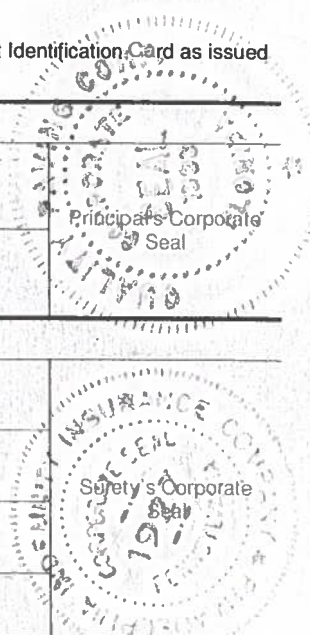
THEREFORE

By executing this instrument Surety agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the County. Notice to the Surety of extensions is waived. However, waiver of the notice applies only to extensions aggregating not more than 60 calendar days in addition to the period originally allowed for acceptance of the bid. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

WITNESS

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

Quality Paving Corp.	PRINCIPAL	
SIGNATURE		
NAME AND TITLE (Typed)	Richard Gonzalez President	
Philadelphia Indemnity Insurance Company	SURETY	
SIGNATURE OF ATTORNEY-IN-FACT		
PRINTED NAME OF ATTORNEY-IN-FACT (Typed)	David T. Satine	
SIGNATURE OF AUTHORIZED FLORIDA AGENT		
PRINTED NAME OF AUTHORIZED FLORIDA AGENT (Typed)	Warren M. Alter	



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **David T. Satine, Warren M. Alter and Jonathan A. Bursevich of Alter Surety Group, Inc.** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)



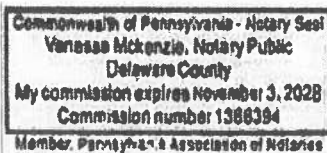
John Glomb

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Linwood, PA

My commission expires:

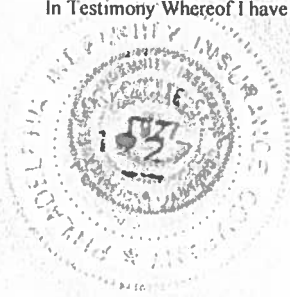
November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 4th day of November, 2024.

Edward Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

WARREN MITCHELL ALTER

License Number : A004782

Resident Insurance License

- 0216 - LIFE
- 0220 - GENERAL LINES (PROP & CAS)
- 0218 - LIFE & HEALTH

Issue Date

04/08/1989
06/27/1989
04/08/1989

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "License Search" on the FL Dept. of Financial Services website at <http://www.myfloridacfo.com/agents/>.



Jeff Atwater
Chief Financial Officer
State of Florida



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.: 20240063-R Solicitation Title: Drainage Improvements Multiple Sites

By: [Signature]
Signature of Affiant

Date: November 5 2024

Richard Gonzalez
Printed Name of Affiant and Title

65-0853741
Federal Employer Identification Number

Quality Paving Corp
Printed Name of Bidder/Proposer

7875 SW 40th St, Suite #229, Miami, FL 33155
Address of Bidder/Proposer



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

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

Contract No. : 20240063-R Federal Employer Identification Number (FEIN): 65-0853741
Contract Title: Drainage Improvements Multiple Sites

Affidavits and Legislation/ Governing Body

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

Richard Gonzalez President [Signature]
Printed Name of Affiant Printed Title of Affiant Signature of Affiant
Quality Paving Corp 11/05/2024
Name of Firm Date
7875 SW 40th St, Suite #229 Miami / Florida 33155
Address of Firm State Zip Code

Notary Public Information

Notary Public – State of Florida County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 05 day of November 20 24

by Richard Gonzalez He or she is personally known to me ☒ or has produced identification ☐

Type of identification produced - N/A -

[Signature]
Signature of Notary Public

Mariela Boimey
Print or Stamp of Notary Public

6/4/2025
Expiration Date

HH138063
Serial Number



Notary Public Seal
Mariela Boimey
Notary Public
State of Florida
Comm# HH138063
Expires 6/4/2025

5/09/2008

FAIR WAGE AFFIDAVIT

Before me, the undersigned authority appeared Richard Gonzalez the
(PRINT NAME)

President of Quality Paving Corp
(PRINT TITLE) (PRINT NAME OF BIDDER OR PROPOSER)

who attests that Quality Paving Corp shall pay workers on
(PRINT NAME OF BIDDER OR PROPOSER)

the project minimum wage rates in accordance with Responsible Wages and Benefits, Section 2-11.16 of the Code of Miami-Dade County and the Labor Provisions of the contract documents.

State of FLORIDA

County of Miami-Dade

Sworn to (or affirmed) and subscribed before me this 05 day of November, 2024.

✓ Personally, known or - produced identification.

Mariela Borney
(Signature of Notary Public - State of Florida)



Mariela Borney
Notary Public
State of Florida
Comm# HH138063
Expires 6/4/2025

(Print, Type, or Stamp Commissioned Name of Notary Public)

Type of identification produced: -N/A-

Miami-Dade County

Contractor Due Diligence Affidavit

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

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

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

Contract No.: 20240063-R Federal Employer Identification Number (FEIN): 45-0853741

Contract Title: Drainage Improvements Multiple Sites

Richard Gonzalez President [Signature]
Printed Name of Affiant Printed Title of Affiant Signature of Affiant
Quality Paving Corp
Name of Firm
7875 SW 40th St, Suite #229 Miami/Florida 11/05/2024
Address of Firm State Date
33155
Zip Code

Notary Public Information

Notary Public - State of Florida County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 05 day of November 20 24

by Richard Gonzalez He or she is personally known to me ☒ or has produced identification

Type of identification produced - N/A -

[Signature] HH138063
Signature of Notary Public Serial Number
Mariela Bormey 6/4/2025
Print or Stamp of Notary Public Expiration Date
Notary Public Seal

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

PROJECT: Drainage Improvements Multiple Sites
Project No. 20240063-R

ACKNOWLEDGEMENT OF ADDENDA

(Must be completed and submitted with required solicitation documents)

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

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

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

PART II:

☒ No Addendum was received in connection with this solicitation.

Authorized Signature: _____	Date: <u>11/05/2024</u>
Print Name: <u>Richard Gonzalez</u>	Title: <u>President</u>
Firm Name: <u>Quality Paving Corp</u>	

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SECTION 1: INVITATION TO BID

INVITATION TO BID

**Department of Transportation and
Public Works****Capital Improvements Division
111 NW 1st Street, Suite 1410
Miami, FL 33128 33128****MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)****Contract No:** MCC 7360 Plan**RPQ No:** 20240063-R**INVITATION TO BID**

A RPQ has been issued for the work identified below. If you are interested in submitting a bid for this project, please submit your bid via Sealed Envelopes, attention to Clerk of the Board at 111 NW 1st Street, 17th Floor Miami, FL 33128 no later than 11/6/2024 at 02:00 PM . If you have any questions, contact Elva Reyes at 305-375-2930.

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

RPQ DETAILED BREAKDOWN

Bid Due Date:	11/6/2024	Time Due:	02:00 PM	Submitted Via:	Sealed Envelopes		
Estimated Value:	\$938,540	(excluding Contingencies and Dedicated Allowances)					
Project Name:	Drainage Improvements Multiple Sites						
Project Location:	See the site location on the comments below						
License Requirements:	Primary:	Paving; Pipelines Engineering Contractor; Pipe Lines; Underground Utility / Excavation					
Scope of Work:	(Contractor must obtain and submit all permits prior to performing any work). Work under this Contract includes furnishing of all supervision, labor, materials, tools, equipment and performing all operations required to construct the Work in accordance with the Contract Documents. Work includes but is not limited to the construction and installation of drainage structures, French drains, miscellaneous drainage improvements, driveway restoration, grading, sodding, and miscellaneous roadway restoration including construction of concrete curb and gutters, and sidewalks where needed in accordance with the construction plans and specifications.						
Document Pickup:	Contact:	DTPW Capital Improvements Division		Phone No:	305-375-2930	Date:	10/3/2024
	Location:	111 NW 1st. Street, Miami Florida 33128 Suite 1410					
Pre-Bid Meeting::	YES	Mandatory:	No	Date:	10/17/2024	Time:	10:00 AM
	Location:	Virtual Pre Bid Meeting-See notes below					
Site Meeting:	No	Mandatory:	No	Date:		Time:	
	Location:						
Bid shall be submitted to:	Contact:	Clerk of the Board					
	Address:	111 NW 1st Street, 17th Floor Miami, FL 33128					
	Email:	clerk.board@miamidade.gov			FAX # :		
Type of Contract:	Single Trade			Method of Award:	Lowest Responsible Bidder		
Method of Payment:	Scheduled Monthly Payments			Insurance Required:	YES		
Additional Insurance Required:	YES		If Yes - Minimum Coverage:		\$1,000,000.00		
Performance & Payment Bond Required:	YES		Bid Bond Required:		YES		
Davis Bacon:	NO	Maintenance Wages:	NO	AIPP:	NO	Amount:	
DBE Participation:	NO	Percentage:	0.00%	DBE Subcontractor Forms Required:		NO	
SBE-S Requirements	NO	Percentage:	0.00%				
SBE-G Requirements	NO	Percentage:	0.00%				
Liquidated Damages:	YES	\$\$ Per Day:	\$1,685.00				
For RPQ's less than \$10,000, if no LD rate is specified, the County reserves the right to assess actual damages in lieu of LDs.							
Design Drawing Included:	YES	Shop Drawing Included:	NO	Specifications Included:	YES		
Anticipated Start Date:	2/3/2025			Calendar Days for Project Completion:	270		
Comments:	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).						

LOCATION OF WORK:

A. This is a work order driven contract. The locations of work to be performed under the terms of this Contract have been tentatively listed as follows:

1. NW 97th Avenue from NW 52nd Street to NW 46th Lane.
2. SW 50th Street from SW 59th Avenue to SW 58th Avenue.
3. NE 202 Street & NE 21st Court to Dead End Cul-de-Sac.
4. NW 100 Terrace from NW 12th Avenue to NW 13th Avenue.
5. NW 97th Avenue and NW 33rd Street.

B. The exact locations and limits of construction are shown on plans accompanying these Contract Documents. The County may update the work site list subsequent to the Award of this Contract by adding, deleting, or substituting with comparable sites. The combined total cost for all work authorized by the Work Order(s) shall not exceed the Contract Award amount.

LICENSE REQUIREMENTS:

At the time of Bid and pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, Florida and these Solicitation and Contract Documents, the Bidder must hold a valid, current, and active:

a. Certificate of Competency from the County's Construction Trades Qualifying Board as a Specialty Engineering Contractor, commensurate to the requirements of the Scope of Work, in one or more engineering crafts to include Pipeline Engineering Contractor, or Paving Engineering Contractor. The specialty contractor shall subcontract with a qualified contractor any work which is incidental to the specialty but is specified in the aforementioned Code as being the work of other than that of the Engineering Specialty for which certified; or

b. Certification, as a Underground Utility and Excavation Contractor, provided by the State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes.

EXPERIENCE:

1. The Bidder must demonstrate that it has full-time personnel with the necessary experience to perform the Project's Scope of Work. This experience shall include work in successfully completed projects performed by the identified personnel whose bulk of work performed in the Public Right-of-Way is similar in detail to the Project's Scope of Work described in these Solicitation Documents. Demonstrate the experience requirement by:

a. Providing a detailed description of at least three (3) projects similar in detail to the Project's Scope of Work described in these Solicitation Documents and in which the Bidder's identified personnel is currently engaged or has completed within the past five years. List and describe the aforementioned projects and state whether the work was performed for the County, other government clients, or private entities. The description must identify for each project:

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

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

INDEMNIFICATION AND INSURANCE REQUIREMENTS

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

A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude Explosion Collapse and Underground Hazards and Products and Completed Operations. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. Umbrella Liability Insurance in an amount not less than \$3,000,000 per occurrence, and \$3,000,000 in the aggregate.

a. If Excess Liability is provided must be follow form for coverage's B and C.

BID DOCUMENTS:

Bidding documents may be purchased from the Miami-Dade County Department of Transportation and Public Works, Capital Improvements Division, 111 NW 1st Street, 14th Floor, Miami, Florida 33128 for a non-refundable fee of One Hundred Dollars (\$100.00) per each

complete set of documents. Payment shall be in the form of a company check, cashier's check, or money order payable to the "Miami-Dade County, Department of Transportation and Public Works".

ADDENDUMS - RFI'S

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

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

<https://www8.miamidade.gov/Apps/ISD/DPMWW/SolicitationList.aspx>

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

VENDOR REGISTRATION:

Due to the new Vendor Registration procedures of the Internal Service Department, Procurement Management Division, updated definitions along with the "Affirmation of Vendor Affidavits" has been added to the Bid Submittal Package. The successful bidder must be registered under this new procedure prior to award.

PRE-BID - BID SUBMITTAL DUE DATE:

Pre-Bid Conference date, time and location: Thursday, October 17, 2024, at 10:00 A.M., Non-Mandatory Pre-Bid Meeting will be conducted via teleconference in Microsoft Teams. Those interested in attending, please use the telephone number and access code below:

Telephone No. 1 786 628 2782

Phone Conference ID: 869 301 135#

Bid Due Date, Opening Time & Location:

Bid Submittal Time and Location: Wednesday, November 6, 2024, 2:00 PM, at 111 NW 1st Street, 17th Floor, Clerk of the Board Office.

Bid Opening immediately after in the 18 Floor.

DISCLOSURE:

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

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

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

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

VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY):

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

SECTION 2: SOLICITATION FORMS

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

BID FORM

Bid Form

PROJECT TITLE: Drainage Improvements Multiple Sites

PROJECT NO: 20240063-R

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED SEVENTY (270) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE *NOTICE TO PROCEED WITH CONTRACT WORK*.

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
102-74-1	22,800.0	EA/DAY	BARRICADES (TEMPORARY- TYPE I, II, VP & DRUM).			
102-74-2	2,720.0	EA/DAY	BARRICADES (Temporary, Type III, 6')			
102-77	2,340.0	EA/DAY	HIGH INTENSITY FLASHING LIGHTS (TEMPORARY, TYPE "B")			
102-91-1A	300.0	L.F.	PAVEMENT MARKING TEMPORARY (Solid) (Any width) (Yellow or White) (Paint)			
102-99	60.0	EA/DAY	VARIABLE MESSAGE SIGN (Temporary)			
102-76A	1,200.0	EA/DAY	ADVANCE WARNING ARROW PANEL			
104-10-3	500.0	L.F.	Sediment Barrier			
104-18	31.0	EA.	Inlet Protection System			
110-3-1	1.0	EA.	REMOVAL OF STRUCTURE (Inlet or Manhole) (Includes removal & disposal of structure, and plugging of abandoned pipe with concrete) (this item to be used when in conflict with new structure)			
110-4	40.0	S.Y.	REMOVAL OF EXISTING PAVEMENT			
125-8	60.0	C.Y.	BACKFILL EXISTING TRENCH WITH SELECT FILL			
327-70-01	2,288.0	S.Y.	MILLING, 1" AVERAGE DEPTH			

Bid Form

PROJECT TITLE: Drainage Improvements Multiple Sites

PROJECT NO: 20240063-R

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Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
331-72-10A-HMA	1,773.0	S.Y.	ROADWAY PAVEMENT RESTORATION (Replace and match existing base thickness and asphalt course with 8" minimum, primed Limerock Base and 1" thick of HMA, Asphalt Work Category 3)			
331-72-10B-HMA	133.0	S.Y.	INLET PAVEMENT (Includes 6" Limerock Base and 1" thick of HMA, Asphalt Work Category 2)			
334-2-13-1	224.0	TON	Hot Mix Asphalt, Traffic C, SP-9.5			
334-2-13-1A	84.0	S.Y.	Driveway Pavement-Asphalt			
350-1-1A	111.0	S.Y.	Driveway Pavement-Concrete			
400-1-15	20.0	C.Y.	CLASS I CONCRETE [(Miscellaneous) (Collars, pipe plugs,structure plugs etc.) (This item is contingent upon field conditions and may be increased decreased or eliminated by the Engineer)]			
425-1-1	9.0	EA.	SWALE INLET TYPE D-3 (36"Dia.) (Less than 10 feet deep)			
425-1-2A	2.0	EA.	SWALE INLET TYPE D-3 (36"X36" , less than 10' deep)			
425-1-35	3.0	EA.	CURB INLET TYPE P-5 (Any Dimension) (Max. 15' Deep)			
425-1-36	3.0	EA.	CURB INLET TYPE P-6 (Any Dimension) (Max. 15' Deep)			
425-1-902	4.0	EA.	SWALE INLET TYPE P-10M (Any dimension, maximum depth 15')			
425-1-907A	5.0	EA.	POLLUTION RETARDANT BAFFLE (Any type) (Any dimension)			

Bid Form

PROJECT TITLE: Drainage Improvements Multiple Sites

PROJECT NO: 20240063-R

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED SEVENTY (270) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE *NOTICE TO PROCEED WITH CONTRACT WORK*.

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
425-2-41	12.0	EA.	MANHOLE (Type P-7T, Any dimension, maximum 15' deep)			
425-79	8.0	EA.	CORE AND TIE TO EXIST. DRAINAGE STRUCTURES. (Any pipe size hole opening)(Including mortar seal)] (This item is contingent upon field conditions and may be increased, decreased or eliminated by the engineer)			
425-82	7.0	EA.	MODIFY STRUCTURE- Cut to enlarge opening as needed in order to accomodate pipe due to utility conflict(s), brick and mortar as needed.			
430-94-1-1	580.0	L.F.	DESILT PIPE (0 TO 48")			
430-95-2	27.0	EA	Desilting Drainage Structure			
PIPE CULVERTS						
430-171-115	335.0	L.F.	Pipe Culvert 15" Diameter (Round)			
430-171-118	140.0	L.F.	Pipe Culvert 18" Diameter (Round)			
430-171-124	145.0	L.F.	Pipe Culvert 24" Diameter (Round)			
FRENCH DRAIN						
443-70-3-2	780.0	L.F.	French Drain (18" diameter pipe, trench depth 10 ft bls)			
443-70-4-2	860.0	L.F.	French Drain (24" diameter perforated pipe; trench depth 10 ft. BLS)			
CONCRETE						
520-1-10	290.0	L.F.	CONCRETE CURB & GUTTER (Type F) (6" Curb, 18" Gutter) (Includes cost of limerock base and subgrade)			

Bid Form

PROJECT TITLE: Drainage Improvements Multiple Sites

PROJECT NO: 20240063-R

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED SEVENTY (270) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE *NOTICE TO PROCEED WITH CONTRACT WORK*.

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
522-1(1)	340.0	S.Y.	CONCRETE SIDEWALK (4" THICK, 3,000 P.S.I. CONCRETE AT 28 DAYS (Includes the cost of pedestrian ramps and sidewalk curbs)			
522-2	30.0	S.Y.	CONCRETE SIDEWALK (6" Thick, 3000 P.S.I. concrete at 28 days) (including pedestrian ramps and sidewalk curbs)			
SODDING						
575-2A	2,623.0	S.Y.	SODDING-St Augustine, or match existing, includes watering and maintenance. Contingent item based on field conditions, may be increased, or decreased by the engineer.			
580-3	80.0	L.F.	Tree protection barricades			
PAVEMENT MARKING						
706-1-12	103.0	EA.	REFLECTIVE PAVEMENT MARKERS (class B, mono or bi-directional, all colors)			
711-11-121	1,235.0	L.F.	THERMOPLASTIC (White) (Solid) (6")			
711-11-123	35.0	L.F.	THERMOPLASTIC (White) (Solid) (12")			
711-11-125	14.0	L.F.	THERMOPLASTIC (White) (Solid) (24")			
711-11-141	1,200.0	L.F.	THERMOPLASTIC (White) (Skip) (6")			
711-11-221	1,200.0	L.F.	THERMOPLASTIC (Yellow) (Solid) (6")			

Bid Form

PROJECT TITLE: Drainage Improvements Multiple Sites

PROJECT NO: 20240063-R

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Total: _____

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

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

Tax Identification Number: _____

D.C. Certificate of competency No: _____

Bidder's Name: _____

Bidder's telephone Number: _____

Bidder's address: _____

Bid Form

PROJECT TITLE: Drainage Improvements Multiple Sites

PROJECT NO: 20240063-R

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED SEVENTY (270) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE *NOTICE TO PROCEED WITH CONTRACT WORK*.

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

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

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

ATTACHMENT 5A

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



MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)
Contract No: MCC 7360 Plan
RPQ No: 20240063-R

RPQ BID FORM – ATTACHMENT 5A

RPQ Project Name: Drainage Improvements Multiple Sites

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

Bidder's Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Telephone No: _____ Fax No: _____ EMail: _____

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

Name of Person Submitting Quote (Print): _____

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

Signature: _____ Date: _____

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

ACKNOWLEDGEMENT OF ADDENDA

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

PROJECT: Drainage Improvements Multiple Sites
Project No. 20240063-R

ACKNOWLEDGEMENT OF ADDENDA

(Must be completed and submitted with required solicitation documents)

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

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

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

PART II:

_____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

SURETY BID BOND FORM

SURETY BID BOND	DATE BOND EXECUTED (must not be later than bid opening date)	REV. 0216 DTPW
PRINCIPAL (Full legal name and business address)	TYPE OF ORGANIZATION ("X" one)	
	☐ Individual	☐ Partnership
	☐ Joint Venture	☐ Corporation
SURETY (Name and business address)		

PENAL SUM OF BOND	*****Five Percent of the Total amount Bid*****		
BID IDENTIFICATION	Project No:	20240063-R	Bid Opening Date:
	County Project Name	Drainage Improvements Multiple Sites	

OBLIGATION

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

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

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

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

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

CONDITIONS

The Principal has submitted the Bid identified above.

THEREFORE

By executing this instrument Surety agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the County. Notice to the Surety of extensions is waived. However, waiver of the notice applies only to extensions aggregating not more than 60 calendar days in addition to the period originally allowed for acceptance of the bid. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

WITNESS

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

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

NON COLLUSION AFFIDAVIT



NON-COLLUSION AFFIDAVIT

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

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

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

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

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

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

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

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

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

Solicitation No.: _____ Solicitation Title: _____

By: _____
Signature of Affiant

Date: _____ 20 ____

Printed Name of Affiant and Title

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

Printed Name of Bidder/Proposer

Address of Bidder/Proposer

AFFIRMATION OF VENDOR AFFIDAVITS



New Vendor Registration and Bid/Proposal Contract Language

1.1. DEFINITIONS FOR VENDOR REGISTRATION

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

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

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

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

B. Vendor Registration

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

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

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

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

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

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

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

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

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

14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.

15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.

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

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

C. PUBLIC ENTITY CRIMES

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

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



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

Contract Title: _____

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

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FAIR WAGE AFFIDAVIT

FAIR WAGE AFFIDAVIT

Before me, the undersigned authority appeared _____ the
(PRINT NAME)

_____ of _____,
(PRINT TITLE) (PRINT NAME OF BIDDER OR PROPOSER)

who attests that _____ shall pay workers on
(PRINT NAME OF BIDDER OR PROPOSER)

the project minimum wage rates in accordance with Responsible Wages and Benefits, Section 2-11.16 of the Code of Miami-Dade County and the Labor Provisions of the contract documents.

State of FLORIDA

County of Miami-Dade

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 202_____.

_____ Personally, known or _____ produced identification.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Type of identification produced: _____



CONTRACTOR DUE DILIGENCE AFFIDAVIT

Miami-Dade County

Contractor Due Diligence Affidavit

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

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

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

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

Contract Title: _____

Printed Name of Affiant

Printed Title of Affiant

Signature of Affiant

Name of Firm

Date

Address of Firm

State

Zip Code

Notary Public Information

Notary Public - State of _____ County of _____

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

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

Type of identification produced _____

Signature of Notary Public

Serial Number

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal

SECTION 3: INSTRUCTIONS TO BIDDERS

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

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1. SUPPLEMENTAL BIDDING REQUIREMENTS

1.01 BID FORMS

A. Estimated Quantities.

1. The Bid Form contains estimated quantities that are provided for bidding purposes only. The quantities shown on the Bid Form are approximate and only represent estimated planned requirements based on historical or specific project needs. The County reserves the right to increase, or decrease the quantities, or to delete any of the items for which there is no need throughout the length of the Contract.
2. The County does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each bid item. The County's estimated quantities and the Contractor's bid price will be used to calculate a total bid amount. This total bid amount will then be used to determine the low bidder; however, actual payment under the awarded contract will be based on actual quantities completed.

Bid Items which are estimated with a unit quantity of one are anticipated to be use in minimal quantities, if any, as approved by the Engineer. Any Contract provisions pertaining to adjustments in item prices shall not apply. Therefore, no adjustment shall be made to the unit prices awarded as a result of changes to the estimated quantities provided in the Bid Form. Final quantities shall be as approved by the Engineer.

B. Preparation of Proposal.

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

C. Rejection of Irregular Proposals.

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

D. Pay Items.

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

1.02 BID SECURITY

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

1.03 CERTIFICATION PURSUANT TO ACT RELATING TO SCRUTINIZED COMPANIES

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

1.04 SMALL BUSINESS ENTERPRISE-CONSTRUCTION PROGRAM

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

1.05 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- A. This Article does not apply for this Project.

1.06 SITE INVESTIGATION

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

1.07 CONTRACTOR QUALIFICATION REQUIREMENTS

- A. Certificate of Competency Requirement:
 - 1. At the time of Bid and pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, Florida and these Solicitation and Contract Documents, the Bidder must hold a valid, current, and active:

- a. Certificate of Competency from the County's Construction Trades Qualifying Board as a Specialty Engineering Contractor, commensurate to the requirements of the Scope of Work, in one or more engineering crafts to include pipeline engineering contractor, or paving engineering contractor. The specialty contractor shall subcontract with a qualified contractor any work which is incidental to the specialty but is specified in the aforementioned Code as being the work of other than that of the Engineering Specialty for which certified; or
- b. Certification, as an Underground Utility and Excavation Contractor, provided by the State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes.

B. Experience Requirement:

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

1.08 AWARD OF CONTRACT

- A. The award of the Contract, if it be made in the County's sole discretion, shall be to the lowest responsive and responsible bidder whose bid complies with all of the material terms of this solicitation and is determined to be in the best interest of the County.
- B. A fully executed Notice to Proceed (NTP) Letter constitutes a contract with Miami-Dade County. The County may issue to the Contractor a NTP Letter only when, in the discretion of Miami-Dade

County, all conditions for award have been satisfied including, but not limited to, compliance with all of the requirements set forth in the Recommendation for Award letter and the expiration of any applicable protest period. The Contractor must provide the County with the completed and fully executed NTP Letter prior to the date stated in the letter for commencement of the Work. The award is final only upon the County's receipt of a fully executed NTP Letter from the Contractor.

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

1.09 PAYMENT AND PERFORMANCE BONDS

- A. The successful bidder shall submit, within the timeframe stipulated in the Recommendation for Award, duly executed Payment and Performance Bonds, meeting the requirements of Section 255.05, F.S., on the forms prescribed by the Department or in Cash, each in the amount of the total contract price (i.e. the accepted total amount bid plus any contingency and dedicated allowances attributable to the Contract), as security for the faithful performance of this Contract and for the payment of all persons performing labor or furnishing materials in connection therewith. If Cash is used in lieu of the bonds, all terms and conditions stipulated in the bonds shall be just as applicable.
- B. Exemption. For contracts of \$200,000.00 or less for Community Small Business Enterprise (CSBE) work as either the (i) prime contractor directly contracting with a County department, or (ii) subcontractor of a prime contractor, there shall be no requirement for the CSBE firm entering into said contract or subcontract to execute and deliver a payment and performance bond as a condition of executing such contract or subcontract, or performing the work, unless pre-approved by Small Business Development.
- C. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the following qualifications:

1. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount (\$)</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,000 to 10,000,000	A VIII
Over 10,000,000	A IX

2. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, F.S. shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
 - a. Providing evidence that the Surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
 - b. Certifying that the Surety is otherwise in compliance with the Florida Insurance Code, and;
 - c. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.
 3. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
 4. For contracts in excess of \$500,000 the provision of Subarticle 2 above will be adhered to plus the company must have been listed for at least three consecutive years or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.
 5. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
 6. The attorney-in-fact or other officer who signs performance and payment bonds for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The performance and payment bonds must be counter signed by the surety's resident Florida agent.
- D. The Payment and Performance Bonds must be executed on the forms provided by the Department after the recommendation of award has been made. Failure to do so shall result in the rescission of the contract award recommendation.
- E. Provide the County with three executed originals of the Payment and Performance Bonds and a letter from the bonding agent granting Miami-Dade County authorization to date the Bonds.
- F. The Performance Bond or Cash used in lieu of the Performance Bond shall remain in force for five (5) years from the date of final acceptance of the work to protect the County against losses resulting from defects in materials or improper performance of work under the Contract; provided however, that this limitation does not apply to suits seeking damages for latent defects in materials or

workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

- G. The cost of the bond(s) shall be included in the Total Amount Bid. No separate payment for the cost of said bond(s) shall be made by the County.
- H. The required bond(s) shall be written by or through and countersigned by a licensed Florida agent of the surety insurer pursuant to Section 624.425, F.S.
- I. In the event the Surety on the bond(s) given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, or in the event of cancellation of the required hands by the Surety, the County shall withhold all payments until the Contractor shall give good and sufficient bond(s) in lieu of the bond(s) executed by such Surety.

1.10 ADDITIONAL INSURANCE TO BE CARRIED BY CONTRACTOR

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

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

- a. If Excess Liability is provided must be follow form for coverage's 2 and 3.
- C. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
1. The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.
- or
2. The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

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

CERTIFICATE HOLDER MUST READ:

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

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

SECTION 4: SUPPLEMENTARY INFORMATION

SAMPLE SURETY PERFORMANCE AND PAYMENT BOND FORM

SURETY PERFORMANCE AND PAYMENT BOND

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

THE CONDITION OF THIS BOND is that if Principal:

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

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

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

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

SURETY PERFORMANCE BOND (Cont'd)

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

CONTRACTOR

(Contractor Name)

BY:

(President) (Managing Partner or Joint Venture)

(SEAL)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

SURETY:

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

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

PERCOLATION TEST AND SOIL BORINGS



July 26, 2023

Miami-Dade County Department of Transportation and Public Works
Stormwater Drainage Design Section
111 NW 1st Street, 15th Floor
Miami, Florida 33128

Attention: Mr. Mario Vasquez Pagan
Engineer 2

Subject: Report of SPT Borings and Percolation Test Results
NW 97 Avenue from NW 52 Street to NW 46 Lane - Drainage Improvements
Contract No. E19-DTPW-06
Project No. 20230032
Miami-Dade County, Florida
HRES Project No. HR23-1825R

Dear Mr. Vasquez:

HR Engineering Services, Inc. (HRES) has completed two (2) SPT test borings and two (2) South Florida Water Management District (SFWMD) Usual Open-Hole Constant Head Percolation tests at the subjected site. This report briefly outlines our field-testing techniques and presents the data obtained.

FIELD TESTING – TEST BORINGS

Two (2) test borings (B-1 and B-2) were performed to a depth of 20 feet below existing ground. The reported locations of the test borings (latitude and longitude) are approximate. Attached is the Field Exploration Plan showing the test boring locations. The Report of Core Borings in the attachment graphically shows the penetration resistance and presents the soil description for each test boring. The stratification lines and depth designations on the Report of Core Borings represent approximate boundaries between soil types. In some instances, the transition between soil types may be gradual. The water depths shown on the Report of Core Borings represent the conditions at the time of our field exploration.

The test borings were made in general accordance with ASTM-D-1586, "Penetration Test and Split-Barrel Sampling of Soils." The borings were advanced using a 3-inch ID casing and a rotary drilling process. At regular intervals, the drilling tools were removed and soil samples were obtained with a standard 1.4-inch I.D., 2-inch O.D., split-tube sampler. The sampler was first seated six inches and then driven an additional foot with blows of a 140-lb automatic hammer falling 30 inches. The number of hammer blows required to drive the sampler the final foot is designated the "Penetration Resistance". The penetration resistance, when properly interpreted, is an index to the soil strength and density.

Representative portions of the soil samples, obtained from the sampler, were placed in glass jars and transported to our laboratory. An engineer then examined the samples in order to confirm the field classifications.

FIELD TESTING – PERCOLATION TESTING

Two (2) SFWMD Usual Open – Hole Constant Head Percolation tests were performed at the subject site. Percolation tests P-1 and P-2 were conducted at one depth interval: from 0 to 10 feet. The reported locations of the percolation tests (latitude and longitude) are approximate. Attached are the Field Exploration Plans showing the percolation test locations.

The location of each percolation test was selected by your office. The tests were located in the field by our personnel using tape measurements from existing landmarks.

The percolation tests were performed in general accordance with the procedures outlined in the South Florida Waste Management District Permit Information Manual (Volume IV), Usual Open-Hole Test as follow:

- The percolation tests P-1 and P-2 were performed in 6.0-inch diameter boreholes, drilled to 10 feet deep.
- To perform each percolation test, a PVC slotted 6-inch diameter casing was placed in the hole and then water was pumped out as an attempt to clean the borehole before testing. Prior to starting the test, water was pumped into the hole as an attempt to raise the water level in the borehole to the ground surface. Once the inflow stabilized with the outflow rate, the average pumping rate and the maximum level of the water obtained in the borehole (with this stabilized flow) was recorded.

The hydraulic conductivity values were then calculated and reported in units of cubic feet per second, per square foot, per foot of head (cfs/ft²-ft of head). The calculated hydraulic conductivity values ranged as follows:

- From 0 to 10 feet: 3.1E-04 to 4.7E-04 cfs/ft²-feet of head

These conductivity values are ultimate values. An appropriate factor of safety should be employed in any storm water or other subsurface drainage design computations. The percolation test results are attached to this report.

We will keep the soil samples retrieved for this exploration program at our office for a period of 60 days from the date of this report. After that, we will discard these samples.

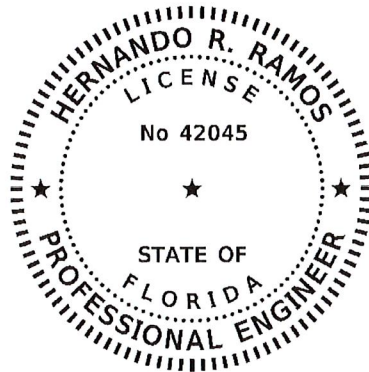
We are pleased to be of service to you on this phase of your project. If you have any questions concerning this report or desire assistance in evaluating the data, please contact us.

Sincerely,

HR ENGINEERING SERVICES, INC.



Abraham Oliveira, E.I.
Staff Geotechnical Engineer



THIS DOCUMENT HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

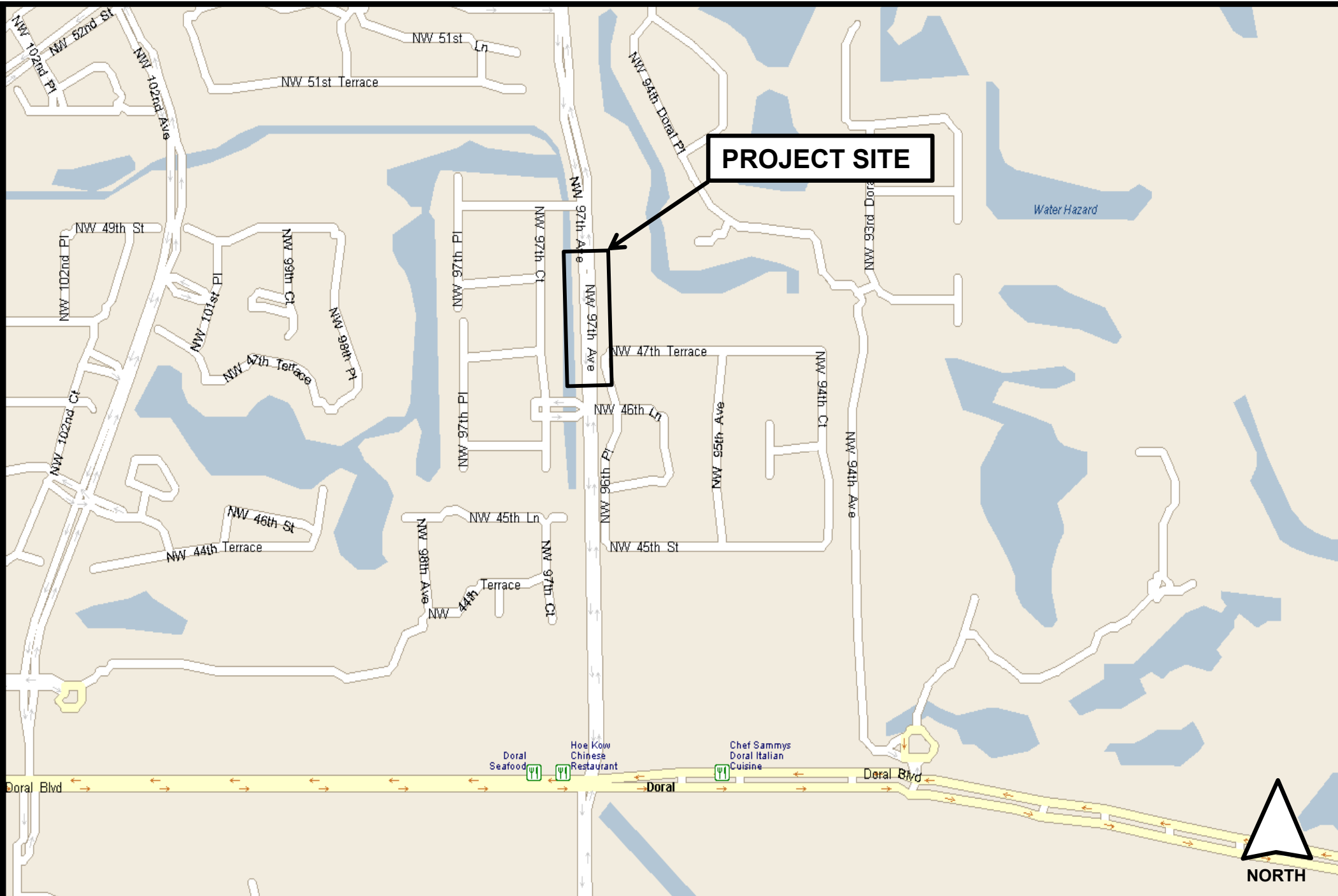
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THE ELECTRONIC DOCUMENTS

Hernando R. Ramos, P.E.
Principal Geotechnical Engineer
Florida Registration 42045

Distribution: Addressee (2)
File (1)

Attachments: Site Location Map
Field Exploration Plan
Report of Core Borings
Summary of Percolation Test Results

ATTACHMENTS



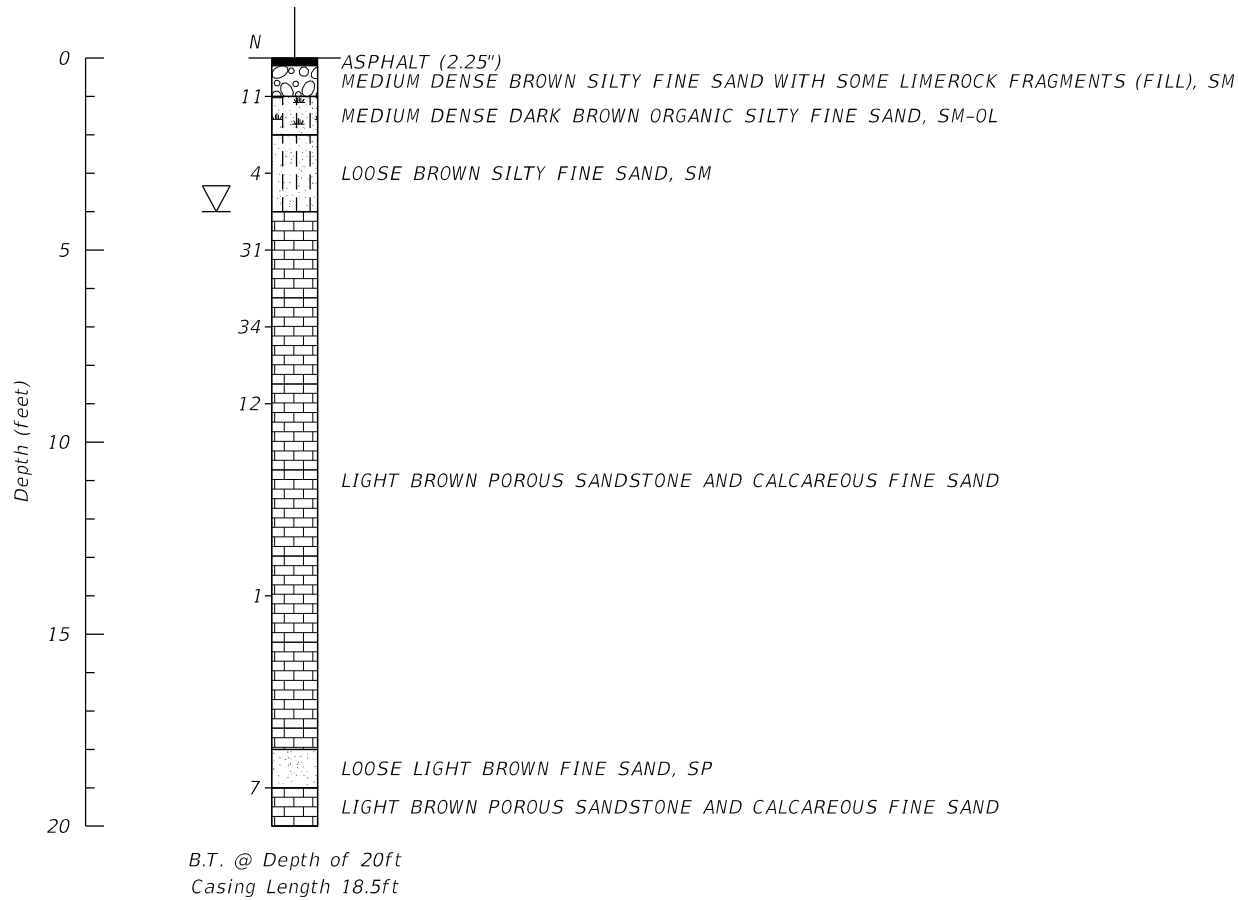
NW 97 AVENUE FROM NW 52 STREET TO NW 46 LANE
MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION
AND PUBLIC WORKS
PROJECT No. 20230032
MIAMI DADE COUNTY, FLORIDA

HRES
HR Engineering Services, Inc.

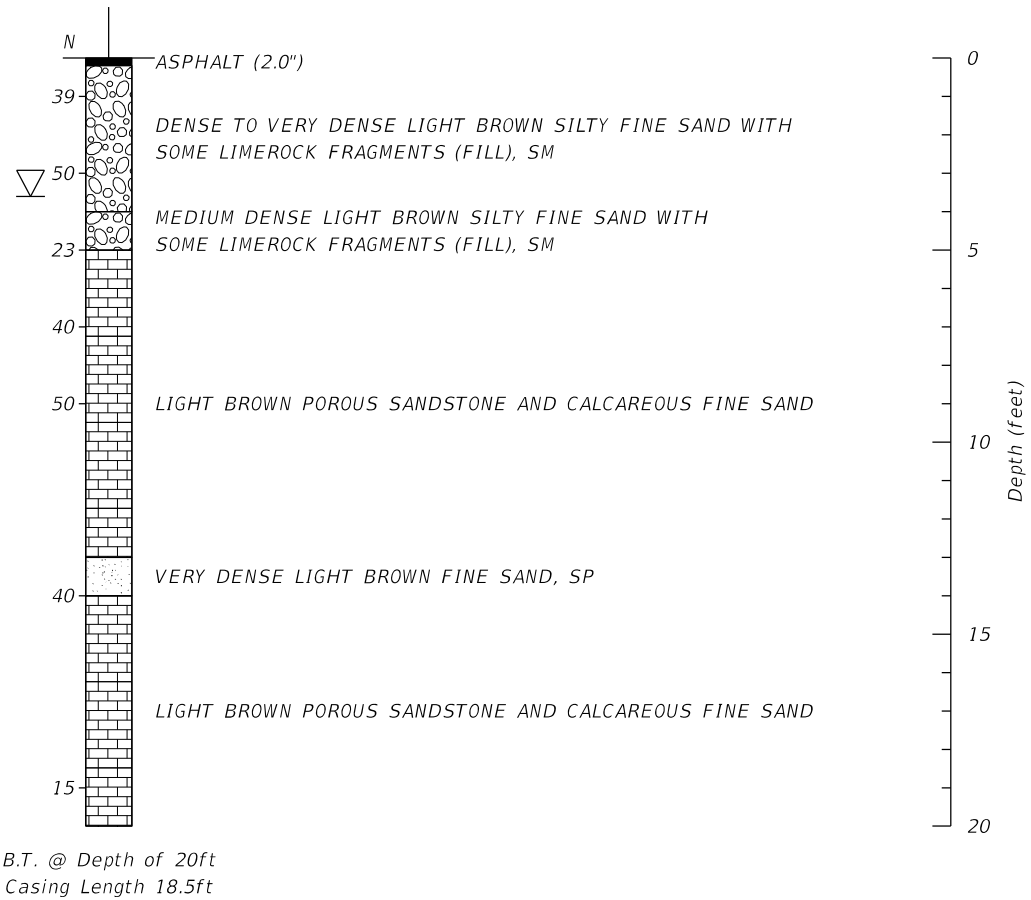
SITE LOCATION MAP

DRAWN BY: AO	DATE: 07/26/2023
PROJECT No: HR23-1825R	SCALE: 1" = 100'

BOR # B-1
DATE 7/14/2023
DRILLER O. Mejias
LATITUDE 25.81706
LONGITUDE -80.35341



BOR # B-2
DATE 7/14/2023
DRILLER O. Mejias
LATITUDE 25.81781
LONGITUDE -80.35344



LEGEND			
	ASPHALT		LIMEROCK FILL
	SAND		LIMESTONE
	ORGANIC SILTY SAND		SILTY SAND

▽ GROUND WATER LEVEL AT BORING COMPLETION

B.T. BORING TERMINATED

N: STANDARD PENETRATION RESISTANCE (AUTOMATIC HAMMER)

HAMMER WEIGHT = 140 LB
DROP HEIGHT = 30 IN

THE TEST BORINGS WERE PERFORMED BY HRES USING A CME-55 TRUCK MOUNTED RIG.

GRANULAR MATERIALS:	
DENSITY	SPT N-VALUE (BLOWS/12 INCHES)
VERY LOOSE	<3
LOOSE	3-8
MEDIUM DENSE	8-24
DENSE	24-40
VERY DENSE	>40
SILTS AND CLAYS:	
CONSISTENCY	SPT N-VALUE (BLOWS/12 INCHES)
VERY SOFT	<1
SOFT	1-3
FIRM	3-6
STIFF	6-12
VERY STIFF	12-24
HARD	>24

VERTICAL SCALE:

HORIZONTAL SCALE: NTS

HRES PROJECT No.: HR23-1825R

REVISIONS						HERNANDO R. RAMOS, P.E. P.E. LICENSE NUMBER 42045 HR ENGINEERING SERVICES, INC. 7815 NW 72ND AVENUE MEDLEY, FLORIDA 33166	DRAWN BY: AO 07-23	DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS			SHEET TITLE:		REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		CHECKED BY: HRR 07-23				PROJECT NAME:		
							DESIGNED BY: AO 07-23	ROAD NO.	COUNTY	PROJECT ID		SHEET NO.	
							CHECKED BY: HRR 07-23	-	MIAMI-DADE	20230032	NW 97 AVENUE FROM NW 52 STREET TO NW 46 LANE DRAINAGE IMPROVEMENTS		

Page 243 of 590

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF PERCOLATION TEST RESULTS
NW 97 AVENUE FROM NW 52 STREET TO NW 46 LANE
MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
PROJECT No. 20230032
MIAMI-DADE COUNTY, FLORIDA
HR ENGINEERING SERVICES, INC.
HRES PROJECT NO. HR23-1825R
JULY 26, 2023

TEST No.	TEST DATE	LATITUDE	LONGITUDE	PERFORATED CASING DEPTH, ft.	DEPTH TO WATER BEFORE TEST, H ft.	DEPTH TO WATER DURING TEST, ft.	HEAD, Du ft.	HOLE DEPTH, ft.	HOLE DIAMETER, d inches	RATE OF FLOW, P		k, HYDRAULIC CONDUCTIVITY cfs/ft^2-ft. Head
										gpm	cfs	
P-1	07/18/23	25.81702	-80.35341	0 to 10	4.0	0.0	4.0	10.0	6.0	6.90	0.01537	3.1E-04
P-2	07/18/23	25.81784	-80.35344	0 to 10	3.7	0.0	3.7	10.0	6.0	10.00	0.02228	4.7E-04

for 0 to 10 ft., $K_{10} = P / 3.1416 * d * Du \{ Du/2 + D_s \}$, where D_s = Hole Depth - H



July 12, 2023

Miami-Dade County Department of Transportation and Public Works
Stormwater Drainage Design Section
111 NW 1st Street, 15th Floor
Miami, Florida 33128

Attention: Mr. Rene L. Diaz
Engineer II

Subject: Report of SPT Borings and Percolation Test Results
**NW 100 Terrace from NW 12 Avenue to NW 13 Avenue - Drainage
Improvements**
Contract No. E19-DTPW-06
Project No. 20210173
Miami-Dade County, Florida
HRES Project No. HR23-1815R

Dear Mr. Diaz:

HR Engineering Services, Inc. (HRES) has completed two (2) SPT test borings and two (2) South Florida Water Management District (SFWMD) Usual Open-Hole Constant Head Percolation tests at the subjected site. This report briefly outlines our field-testing techniques and presents the data obtained.

FIELD TESTING – TEST BORINGS

Two (2) test borings (B-1 and B-2) were performed to a depth of 20 feet below existing ground. The reported locations of the test borings (latitude and longitude) are approximate. Attached is the Field Exploration Plan showing the test boring locations. The Report of Core Borings in the attachment graphically shows the penetration resistance and presents the soil description for each test boring. The stratification lines and depth designations on the Report of Core Borings represent approximate boundaries between soil types. In some instances, the transition between soil types may be gradual. The water depths shown on the Report of Core Borings represent the conditions at the time of our field exploration.

7815 N.W. 72nd Avenue
Medley, FL 33166
Phone: (305) 888-8880
Fax: (305) 888-8770

The test borings were made in general accordance with ASTM-D-1586, "Penetration Test and Split-Barrel Sampling of Soils." The borings were advanced using a 3-inch ID casing and a rotary drilling process. At regular intervals, the drilling tools were removed and soil samples were obtained with a standard 1.4-inch I.D., 2-inch O.D., split-tube sampler. The sampler was first seated six inches and then driven an additional foot with blows of a 140-lb automatic hammer falling 30 inches. The number of hammer blows required to drive the sampler the final foot is designated the "Penetration Resistance". The penetration resistance, when properly interpreted, is an index to the soil strength and density.

Representative portions of the soil samples, obtained from the sampler, were placed in glass jars and transported to our laboratory. An engineer then examined the samples in order to confirm the field classifications.

FIELD TESTING – PERCOLATION TESTING

Two (2) SFWMD Usual Open – Hole Constant Head Percolation tests were performed at the subject site. Percolation tests P-1 and P-2 were conducted at one depth interval: from 0 to 10 feet. The reported locations of the percolation tests (latitude and longitude) are approximate. Attached are the Field Exploration Plans showing the percolation test locations.

The location of each percolation test was selected by your office. The tests were located in the field by our personnel using tape measurements from existing landmarks.

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- To perform each percolation test, a PVC slotted 6-inch diameter casing was placed in the hole and then water was pumped out as an attempt to clean the borehole before testing. Prior to starting the test, water was pumped into the hole as an attempt to raise the water level in the borehole to the ground surface. Once the inflow stabilized with the outflow rate, the average pumping rate and the maximum level of the water obtained in the borehole (with this stabilized flow) was recorded.

The hydraulic conductivity values were then calculated and reported in units of cubic feet per second, per square foot, per foot of head (cfs/ft²-ft of head). The calculated hydraulic conductivity values ranged as follows:

- From 0 to 10 feet: 2.7E-04 to 5.4E-04 cfs/ft²-feet of head

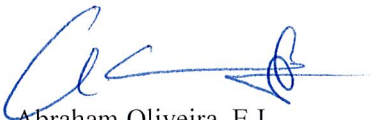
These conductivity values are ultimate values. An appropriate factor of safety should be employed in any storm water or other subsurface drainage design computations. The percolation test results are attached to this report.

We will keep the soil samples retrieved for this exploration program at our office for a period of 60 days from the date of this report. After that, we will discard these samples.

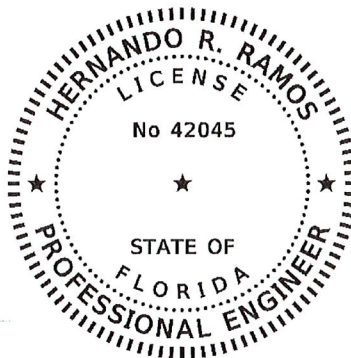
We are pleased to be of service to you on this phase of your project. If you have any questions concerning this report or desire assistance in evaluating the data, please contact us.

Sincerely,

HR ENGINEERING SERVICES, INC.



Abraham Oliveira, E.I.
Staff Geotechnical Engineer



THIS DOCUMENT HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

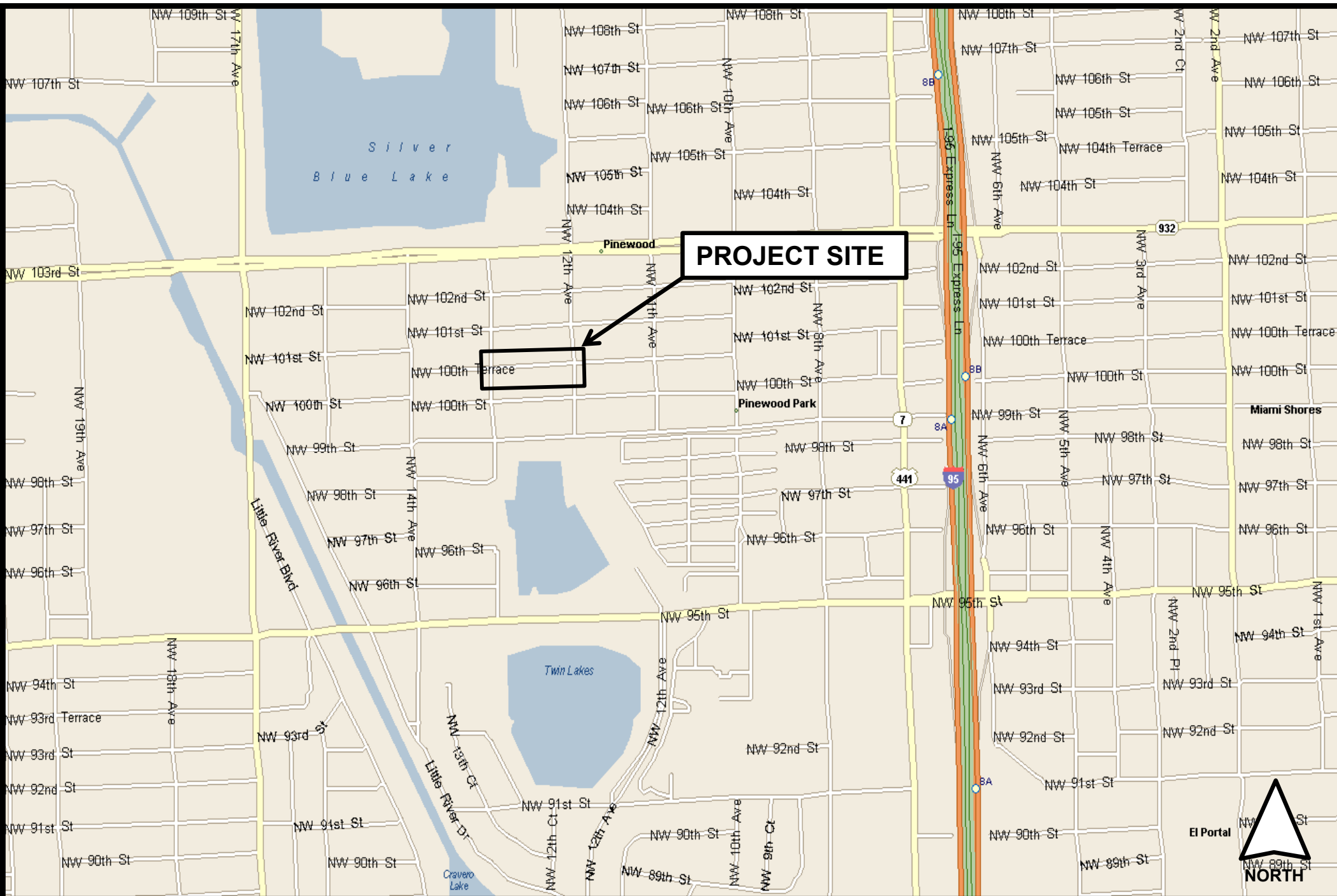
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Hernando R. Ramos, P.E.
Principal Geotechnical Engineer
Florida Registration 42045

Distribution: Addressee (2)
File (1)

Attachments: Site Location Map
Field Exploration Plan
Report of Core Borings
Summary of Percolation Test Results

ATTACHMENTS



NW 100 TERRACE FROM NW 12 AVENUE TO NW 13 AVENUE
MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION
AND PUBLIC WORKS
PROJECT No. 20210173
MIAMI DADE COUNTY, FLORIDA

HRES

HR Engineering Services, Inc.

SITE LOCATION MAP

DRAWN BY: AO

DATE: 07/12/2023

PROJECT No: HR23-1815R

SCALE: 1" = 100'

Page 739 of 590



LEGEND:

- SPT BORING LOCATION
- PERCOLATION TEST LOCATION

NW 100 TERRACE FROM NW 12 AVENUE TO NW 13 AVENUE
MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION
AND PUBLIC WORKS
PROJECT No. 20210173
MIAMI DADE COUNTY, FLORIDA

HRES

HR Engineering Services, Inc.

FIELD EXPLORATION PLAN

DRAWN BY: AO

DATE: 07/12/2023

PROJECT No: HR23-1815R

SCALE: 1" = 50' of 590

SUMMARY OF PERCOLATION TEST RESULTS
NW 100 TERRACE FROM NW 12 AVENUE TO NW 13 AVENUE
MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
PROJECT NO. 20210173
MIAMI-DADE COUNTY, FLORIDA
HR ENGINEERING SERVICES, INC.
HRES PROJECT NO. HR23-1815R
JULY 12, 2023

TEST No.	TEST DATE	LATITUDE	LONGITUDE	PERFORATED CASING DEPTH, ft.	DEPTH TO WATER		HEAD, Du ft.	HOLE DEPTH, DIAMETER, d ft.	HOLE DIAMETER, d inches	RATE OF FLOW, P		k, HYDRAULIC CONDUCTIVITY cfs/ft^2-ft. Head
					BEFORE TEST, H ft.	DURING TEST, ft.				gpm	cfs	
P-1	07/11/23	25.86663	-80.21982	0 to 10	3.1	0.0	3.1	10.0	6.0	5.00	0.01114	2.7E-04
P-2	07/11/23	25.86670	-80.21816	0 to 10	3.1	0.0	3.1	10.0	6.0	10.00	0.02228	5.4E-04

for 0 to 10 ft., $K_{10} = P / 3.1416 * d * Du \{ Du/2 + Ds \}$, where Ds = Hole Depth - H

September 8, 2023

Miami-Dade County Department of Transportation and Public Works (DTPW)
Stormwater Drainage Design Section
111 NW 1st Street, 15th Floor
Miami, FL 33128

Attention: George Gregory Sibilia, P.E.
Phone: 305-375-3244
Email: george.sibilia@miamidade.gov

RE: Geotechnical Engineering Memorandum
NE 202 St. From NE 21st Ct to the Dead-End Cul-De-Sac Drainage Improvements
Miami-Dade County, Florida
RADISE Project No: 02-23-111
Miami-Dade County Project No.: 20210179

Dear Mr. Sibilia, P.E.

RADISE International, L.C. (RADISE) is pleased to submit this *Geotechnical Engineering Memorandum* for the above referenced project. The purpose of this memorandum is to present the field investigations performed to aid in the design of the drainage improvements for the above referenced project. This memorandum presents the results of the field exploration program which includes the detailed subsurface profiles prepared in AutoCAD and exfiltration test results.

The study was performed in general accordance with our proposal dated July 5, 2023, and the authorized work order dated July 6, 2023.

We appreciate the opportunity to work with the Miami-Dade County Department of Transportation and Public Works (DTPW) on this project, and trust that the information herein is clearly presented. Should you have any questions, please contact us at (561) 841-0103.

Sincerely,

RADISE International, L.C.
Florida Certificate of Authorization No. 8901



Nitesh Goli, E.I., PMP
Project Engineer

Akash Bissoon, State of Florida, Professional Engineer, License No. 74582.
This document has been digitally signed and sealed by Akash Bissoon, P.E. on the date indicated here.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Akash Bissoon, P.E.
Senior Project Engineer
Florida Registration No. 74582



TABLE OF CONTENTS

1.0 INTRODUCTION	1
2.0 PROJECT DESCRIPTION	1
3.0 PURPOSE AND SCOPE OF WORK	1
4.0 FIELD EXPLORATION	2
4.1 SPT SOIL BORINGS.....	2
4.2 EXFILTRATION TESTS	3
4.3 GROUNDWATER LEVEL MEASUREMENTS	4
5.0 LIMITATIONS.....	4

ATTACHMENTS

Sheet 1: Vicinity Map
Sheet 2: Boring Location Plan
Sheet 3: Subsurface Profiles
Summary of Exfiltration Test Results



1.0 INTRODUCTION

This memorandum has been prepared to provide geotechnical assistance to facilitate the design of the proposed drainage improvements for the NW 202 Street from NE 21 Court to the Dead-End Cul-De-Sac Drainage Improvement Project located in Miami-Dade County, Florida. The memorandum does not reflect variations in subsurface conditions that may exist between or beyond the borings and test locations. Variations in soil and groundwater conditions should be expected, the nature and extent of which might not become evident until construction is undertaken. If variations are encountered, and/or if the scope of the project altered, we should be consulted for additional assistance.

2.0 PROJECT DESCRIPTION

We understand that the project includes drainage improvements for NW 202 St. from NE 21 Ct. to the Dead-End Cul-De-Sac for the Miami-Dade County Department of Transportation and Public Works. The location of the project is shown on the attached ***Vicinity Map, Sheet 1.***

RADISE, as a geotechnical consultant to Miami-Dade County, conducted the required site geotechnical investigations and prepared this memorandum. Should any of the above information or reiterated statements made by RADISE be inconsistent with the planned construction, we request that you contact us promptly to allow us to make any necessary modifications to the recommendations in this project.

3.0 PURPOSE AND SCOPE OF WORK

The purpose of this study was to perform the subsurface conditions within the project site to provide geotechnical engineering information for the proposed drainage improvements.

RADISE performed the following services in accordance with the proposed scope of work:

1. Visited the project site to observe existing site conditions and to field mark the planned subsurface boring and test locations.
2. Contacted Sunshine 811 to request the field location of underground utilities in the areas of the borings and test locations as per Florida Statutes and coordinated the clearance of underground utilities at the locations for performance of the field activities.
3. Mobilized drilling and testing equipment to the site.
4. Drilled two (2) Standard Penetration Test (SPT) borings (ASTM D1586) to depths of 20 feet below the existing ground surface. The groundwater level encountered in the boring at the time of drilling was measured and recorded.
5. Performed two (2) field exfiltration tests (ASTM D1452) in accordance with the usual open-hole exfiltration test method described in the South Florida Water Management District (SFWMD) Permit Information Manual, Volume IV in a 10 feet deep borehole.



6. Following completion of the drilling and testing activities, the boreholes were backfilled with a neat cement/bentonite grout.
7. Visually classified the soil samples in general accordance with the visual-manual method of the American Society for Testing and Materials (ASTM) standard test method designation D2488.
8. Prepared this geotechnical memorandum which includes the detailed subsurface profiles showing soil identification, depth, and groundwater levels, and results of the saturated hydraulic conductivity (K) values.

4.0 FIELD EXPLORATION

RADISE personnel visited the project site prior to drilling to observe the locations of the planned SPT boring and exfiltration test locations. Sunshine 811 was then contacted for field location of underground utilities in the area of the planned test locations as per Florida Statutes. The location was finalized in the field by RADISE after the underground utility locations were determined. The boring location is depicted on the attached ***Boring Location Plan, Sheet 2***. TTC was used in the vicinity of our field work efforts to protect our field crew and the general public from damage or injury. The TTC system and components was designed and set up in accordance with the FDOT Standard Plans.

4.1 SPT SOIL BORINGS

Two (2) SPT borings were performed to depths of 20 feet below the existing ground surface. SPT boring location and depth information is summarized in Table 1 below.

Table 1 – Summary of SPT Borings

SPT Boring Number	SPT Boring Depth (ft)	Latitude	Longitude
B-1	20	25.9624°	-80.1587°
B-2	20	25.9625°	-80.1561°

The SPT boring procedures were conducted in general accordance with ASTM D1586, “*Standard Test Method for Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils*”. The SPT borings were drilled using a CME 45 truck mounted drilling rig equipped with an automatic hammer. The SPT boring samples of the in-place materials were obtained at frequent vertical intervals using a standard split-barrel sampler driven with a 140-pound hammer freely falling 30 inches. After seating the SPT sampler 6 inches, the number of successive blows required to drive the sampler an additional 12 inches deeper in the soil constitutes the SPT test result, commonly referred to as the SPT N-value. Continuous SPT’s were performed to a depth of 10 feet and at 5 feet intervals thereafter. The field SPT N-values should be corrected for hammer efficiency in accordance with the recommended relationship presented in the Florida Department of Transportation’s (FDOT) Soils and Foundations Handbook ($N_{safety} = 1.24 * N_{automatic}$). The N-

value has been empirically correlated with various soil properties and is considered to be indicative of the denseness of cohesionless soils and the consistency of cohesive soils.

Soil samples recovered from the drilling operations were visually classified in the field in general accordance with ASTM D2488, “*Standard Practice for Description and Identification of Soils*” (Visual-Manual Procedure) using the Unified Soil Classification System (USCS). The samples were then placed in moisture-proof containers and transported to the RADISE laboratory. The soil descriptions are presented on the attached ***Subsurface Profiles, Sheet 3***.

The depth at which groundwater was encountered was measured within the borings at the time of drilling. Following the completion of the field drilling activities, the SPT boreholes were backfilled with grout.

4.2 EXFILTRATION TESTS

Two (2) exfiltration tests were performed to evaluate the hydraulic conductivity of the subsurface soils within the project area. The approximate test locations are depicted on the attached ***Boring Location Plan, Sheet 2***. The client has provided instructions regarding the required test depth. The exfiltration tests were performed in general accordance with the SFWMD Environmental Resource Permit Information Manual Volume IV procedures in 10 feet deep boreholes. The boreholes for the exfiltration tests were drilled using a CME 45 drill rig in general accordance with ASTM D1452, “*Standard Practice for Soil Exploration and Sampling by Auger Borings*”. Grab samples of in-place materials were obtained at frequent vertical depth intervals in the auger borings. The results of the exfiltration tests are presented on the attached *Summary of Exfiltration Test Results*, and the following Table 2.

Table 2 – Exfiltration Test Results

Test Name	Test Depth (ft.)	Latitude	Longitude	Soil Profile	Hydraulic Conductivity (cfs/sf –ft.)
EX-1	10	25.9623°	-80.1584°	0 to 1.0 feet – Black, fine sand, with silt and organics, trace shell and limestone fragments (SP-SM) 1.0 to 4.3 feet – Black and gray, fine sand, trace silt, organics and limestone fragments (SP) 4.3 to 8.5 feet – Dark gray, silty sand, trace limestone fragments (SM) 8.5 to 10.0 feet – Gray, limestone, with sand and silt	2.42 x 10 ⁻⁶
EX-2	10	25.9624°	-80.1562°	0 to 1.5 feet – Black, fine sand, with silt and organics, trace shell and limestone fragments (SP-SM) 1.5 to 4.5 feet – Tan, limestone, with sand and silt 4.5 to 8.7 feet – Tan-gray, silty sand, with limestone fragments (SM) 8.7 to 10.0 feet – Tan, limestone, with sand	2.47 x 10 ⁻⁶

4.3 GROUNDWATER LEVEL MEASUREMENTS

After completion of the borings and after a short stabilization period, the depths to the groundwater table were measured, recorded and plotted adjacent to the soil profiles on the attached ***Subsurface Profiles, Sheet 3***, and in the *Summary of Exfiltration Test Results*.

5.0 LIMITATIONS

RADISE warrants that this geotechnical exploration has been performed, findings obtained, and recommendations prepared in accordance with recognized practices and the discipline of soil mechanics, foundation engineering, and engineering geology at this time and location. No other warranties are expressed or implied. RADISE is not responsible for any independent conclusions, interpretations, opinions or recommendations made by others based on the data contained in this memorandum.

-oOo-

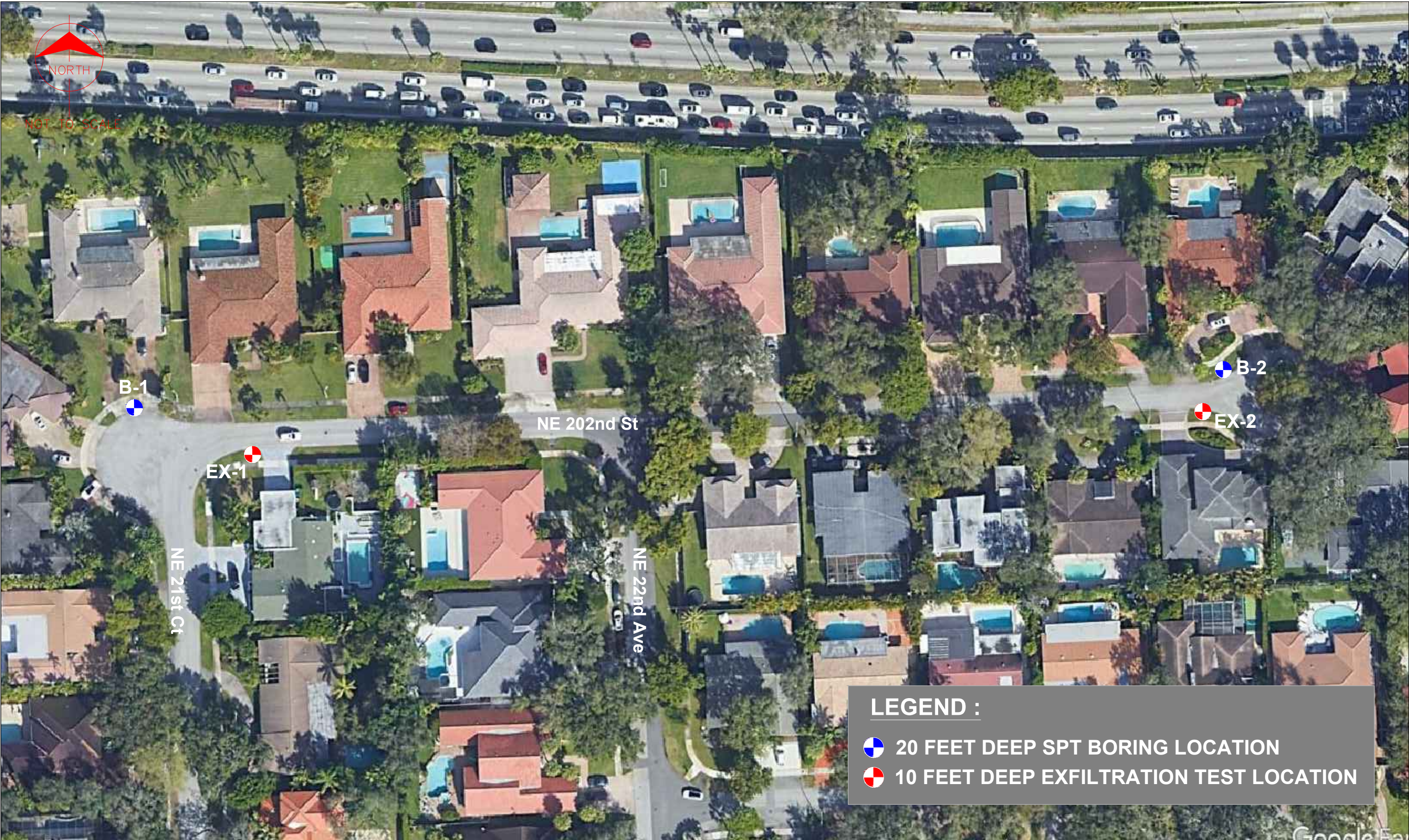
RADISE appreciates the opportunity to be of service to you. Please feel free to contact us at 561-841-0103 if you have any questions or comments regarding this memorandum.

Respectfully submitted,

RADISE International, L.C.



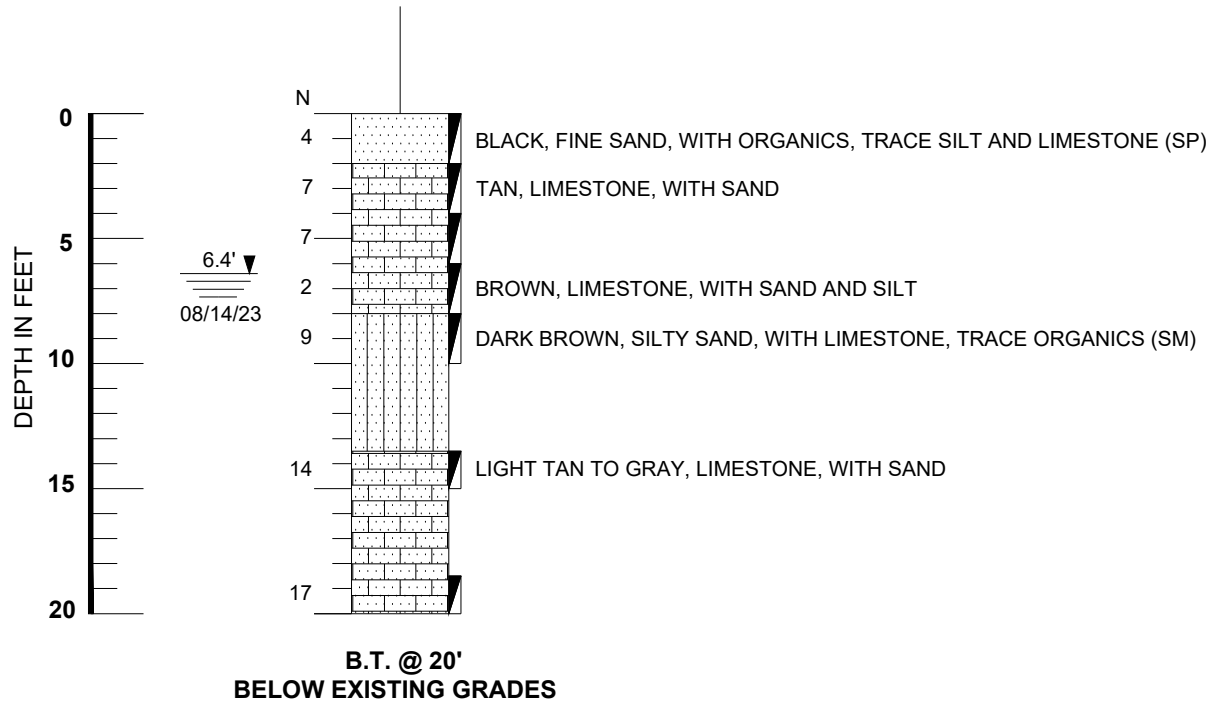
REVISIONS						Names		Dates		ENGINEER OF RECORD AKASH BISNOON (P.E. No. 74582) RADISE International 4152 West Blue Heron Boulevard, Suite 1114 Riviera Beach, Florida. 33404 TEL 561-841-0103 FAX 561-841-0104 URL: http://www.radise.net	MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTPW)		SCALE: VERTICAL N.T.S.	SHEET TITLE: VICINITY MAP	SHEET NO. 1
Date.	By	Descriptions	Date.	By	Descriptions	Drawn by	AM	08/16/2023			COUNTY	CLIENT	SCALE: HORIZONTAL N.T.S.	PROJECT NAME: NW 202 ST FROM NE 21 CT TO THE DEAD-END CUL-DE-SAC DRAINAGE IMPROVEMENT	RADISE PROJECT NO: 02-23-111
						Checked by	NK	08/16/2023							
						Designed by	AB	08/16/2023							
						Checked by	AB	08/16/2023							
						Approved by	AB	08/16/2023	LICENSE NO. - 8901		MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTPW)				



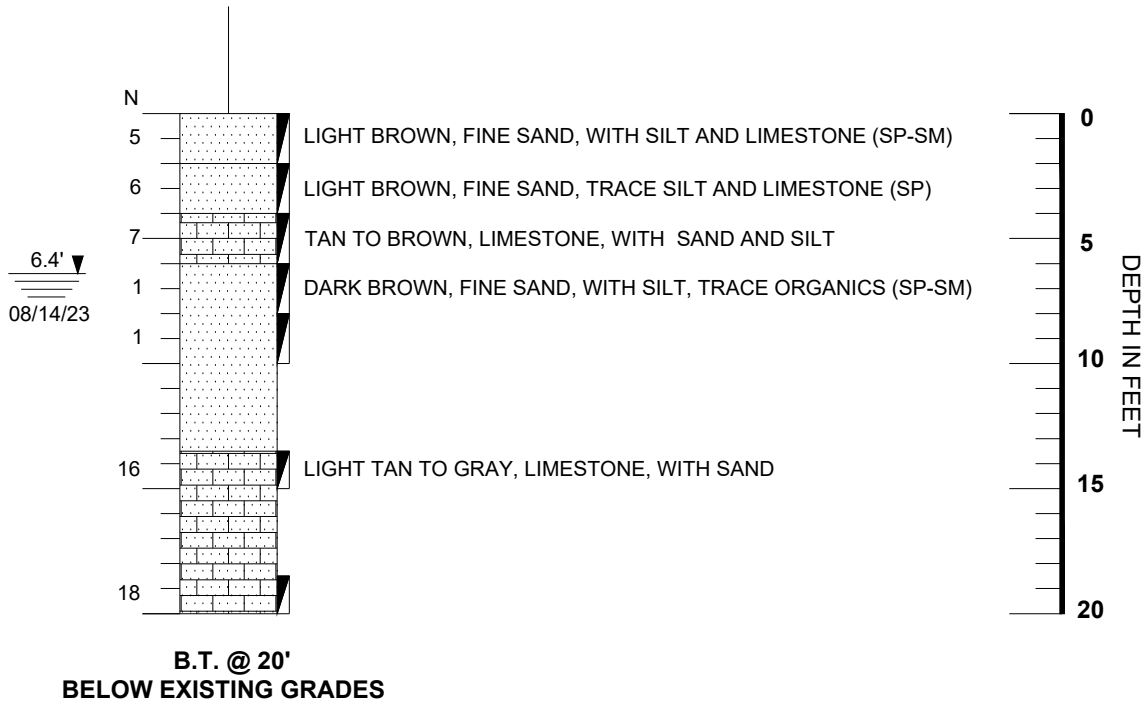
- LEGEND :**
-  20 FEET DEEP SPT BORING LOCATION
 -  10 FEET DEEP EXFILTRATION TEST LOCATION

REVISIONS						Names	Dates		ENGINEER OF RECORD AKASH BISHOON (P.E. No. 74582) RADISE International 4152 West Blue Heron Boulevard, Suite 1114 Riviera Beach, Florida. 33404 TEL 561-841-0103 FAX 561-841-0104 URL: http://www.radise.net	MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTPW)		SCALE: VERTICAL N.T.S.	SHEET TITLE: BORING LOCATION PLAN	SHEET NO. 2
Date.	By	Descriptions	Date.	By	Descriptions					COUNTY	CLIENT			
						Drawn by	AM	08/16/2023	LICENSE NO. - 8901	MIAMI-DADE	MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTPW)	SCALE: HORIZONTAL N.T.S.	PROJECT NAME: NW 202 ST FROM NE 21 CT TO THE DEAD-END CUL-DE-SAC DRAINAGE IMPROVEMENT	RADISE PROJECT NO: 02-23-111
						Checked by	NK	08/16/2023						
						Designed by	AB	08/16/2023						
						Checked by	AB	08/16/2023						
						Approved by	AB	08/16/2023						

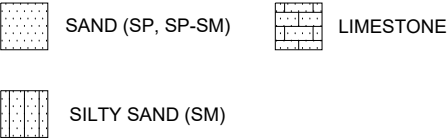
BORING NO. B-1
LONGITUDE: W -80.1587°
LATITUDE: N 25.9624°
RIG: CME 45
HAMMER: AUTO
DRILLER: T. FICKLING
DATE: 08/14/2023



B-2
W -80.1561°
N 25.9625°
CME 45
AUTO
T. FICKLING
08/14/2023



LEGEND



B.T. @ 20' BORING TERMINATED AT 20 FEET BELOW THE EXISTING GROUND SURFACE
B-1 STANDARD PENETRATION TEST (SPT) BORING AND NUMBER
N STANDARD PENETRATION RESISTANCE-BLOWS PER FOOT USING AUTOMATIC HAMMER



6.4' ▼
GROUNDWATER LEVEL IN FEET AND DRILLING DATE
08/14/23

SP, SP-SM UNIFIED SOIL CLASSIFICATION SYSTEM GROUP SYMBOL (ASTM D2487)

NOTES:

- BORINGS WERE DRILLED ON 08/14/2023. SPT BORINGS WERE PERFORMED USING A CME 45 AUTOMATIC HAMMER DRILLING RIG (ASTM D1586).
- STRATA BOUNDARIES ARE APPROXIMATE AND REPRESENT SOIL STRATA AT EACH TEST HOLE LOCATION ONLY. SOIL TRANSITIONS MAY BE MORE GRADUAL THAN IMPLIED.
- GROUNDWATER LEVELS SHOWN ON THE SUBSURFACE PROFILES REPRESENT GROUNDWATER SURFACES ON THE DATES SHOWN. GROUNDWATER LEVEL FLUCTUATIONS SHOULD BE ANTICIPATED THROUGHOUT THE YEAR.
- AFTER COMPLETION OF DRILLING, BOREHOLES WERE BACKFILLED WITH GROUT.

STANDARD PENETRATION TEST DATA *	
SPOON INSIDE DIA.	1.375 INCH
SPOON OUTSIDE DIA.	2 INCHES
AVG. HAMMER DROP	30 INCHES
HAMMER WEIGHT	140 POUNDS
GRANULAR MATERIALS	AUTOMATIC HAMMER
	SPT N - VALUE
RELATIVE DENSITY	BLOWS/FOOT
VERY LOOSE	LESS THAN 3
LOOSE	3 - 8
MEDIUM	8 - 24
DENSE	24 - 40
VERY DENSE	GREATER THAN 40
SILTS AND CLAYS	AUTOMATIC HAMMER
	SPT N - VALUE
CONSISTENCY	BLOWS/FOOT
VERY SOFT	LESS THAN 1
SOFT	1 - 3
FIRM	3 - 6
STIFF	6 - 12
VERY STIFF	12 - 24
HARD	GREATER THAN 24
*FDOT SOILS AND FOUNDATIONS HANDBOOK 2022	

REVISIONS						Names	Dates	RADISE INTERNATIONAL	ENGINEER OF RECORD AKASH BISNOON (P.E. No. 74582) RADISE International 4152 West Blue Heron Boulevard, Suite 1114 Riviera Beach, Florida. 33404 TEL 561-841-0103 FAX 561-841-0104 URL: http://www.radise.net	MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTPW)		SCALE: VERTICAL N.T.S.	SHEET TITLE: SUBSURFACE PROFILES	SHEET NO. 3
Date.	By	Descriptions	Date.	By	Descriptions									
						Drawn by	AM	08/16/2023	LICENSE NO. - 8901	MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTPW)		SCALE: HORIZONTAL N.T.S.	PROJECT NAME: NW 202 ST FROM NE 21 CT TO THE DEAD-END CUL-DE-SAC DRAINAGE IMPROVEMENT	RADISE PROJECT NO: 02-23-111
						Checked by	NK	08/16/2023						
						Designed by	AB	08/16/2023						
						Checked by	AB	08/16/2023						
						Approved by	AB	08/16/2023						



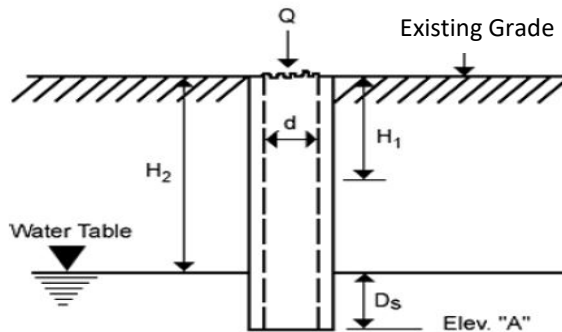
SUMMARY OF EXFILTRATION TEST RESULTS
NW 202 St From NE 21 Ct to the Dead-End Cul-De-Sac Drainage Improvement Project
Miami-Dade County, Florida

Test No.	Test Depth (ft.)	Diameter of the test hole (in.)	Diameter of the test hole, d (ft.)	Length of the exposed soil, L (ft.)	Depth to water table, H₂ (ft.)	Volume of Water (gal.)	Time (sec)	Stabilized flow rate, Q (cfs)	Saturated Hole Depth, D_s (ft)	Hydraulic Conductivity, K (cfs/ft ² - ft head)
EX-1	0 - 10	8	0.67	10	5.6	0.9375	600	2.09E-04	4.4	2.42E-06
EX-2	0 - 10	8	0.67	10	5.4	0.9375	600	2.09E-04	4.6	2.47E-06

USUAL OPEN-HOLE TEST

Note:

Methodology and equation from the SFWMD Environmental Resource Permit Information Manual Volume IV



$$K = \frac{4Q}{\pi d (2H_2^2 + 4H_2D_s + H_2d)}$$

K = Hydraulic Conductivity (cfs/ft.² - ft. head)

Q = "Stabilized" Flow Rate (cfs)

d = Diameter of Test Hole (feet)

H₂ = Depth to Water Table (feet)

D_s = Saturated Hole Depth (feet)

SECTION 5: SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

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APPENDIX TO THE SUPPLEMENTARY CONDITIONS

Appendix A: Notice of Construction Clearing House Forms A, B and C

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

Appendix C: Project Worksheet

1. SUPPLEMENTARY CONDITIONS

1.01 MISCELLANEOUS CONSTRUCTION CONTRACT (7360 PLAN)

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

1.02 APPLICABLE WAGE RATES

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

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

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

1.03 CONTINGENCY ALLOWANCE FOR TIME

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

1.04 WEATHER DELAYS

- A. Schedule of Anticipated Weather Delay Days

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

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

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

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

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

C. Contractor Documentation and Submittals

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

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

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

1.05 ADDITIONAL FUNDING SOURCE PROVISIONS

1. This contract is being funded, in whole or in part, through the Miami-Dade County's funding source Storm Water Utility (SWU). Contractor must comply with all requirements of the funding sources(s) for work issued under this Contract.

1.06 ADDITIONAL SBE-CONST CONTRACT MEASURE REQUIREMENTS

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

1.07 PROMPT PAYMENTS AND RETAINAGE:

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

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

1.08 COMMUNITY WORKFORCE PROGRAM

- A. Considering the passing of HB 705, effective July 1, 2024, the following prohibitions exist:
 1. The County's Community Workforce Program (CWP) will not be applied to the County's capital construction projects, including design-build projects, awarded after July 1, 2024

1.09 CLEARINGHOUSE FOR POSTING NOTICE OF JOB OPPORTUNITIES

- A. Pursuant to Miami-Dade County Resolution R-1145-99, Contractor must post a notice of job opportunities with the Miami-Dade County Job Clearinghouse (JCH) within ten (10) business days

of the contract award or no later than five (5) business days after start of construction. If job opportunities are available, complete all portions of the Notice of Construction Clearinghouse Job Opportunity form (Form B). If no job opportunities are available, complete a JCH Affidavit- No Notice(s) of Construction Job Opportunities form (Form C). Submit the completed Form B or C (with copies to the Engineer) to:

Miami-Dade County Internal Service Department
Small Business Development Division
Project Review and Analysis Section
Attention: Job Clearinghouse
111 NW 1st Street, 19th floor
Miami, Florida 33128
Telephone: (305) 375-3111 Fax (305) 375-3160

- B. Job applicants interested in posting an application for employment to be considered by contractors with job openings may complete a JCH Construction Clearinghouse Job Application (Form A) and submit it to the address provided in the Form.
- C. The necessary forms are provided as Appendix A to these Supplementary Conditions. Additional information pertaining to the Miami-Dade County Job Clearinghouse is available in the County's website at <http://www.miamidade.gov/sbd/about-us-job-clearinghouse.asp>.

1.10 RESIDENTS FIRST TRAINING AND EMPLOYMENT PROGRAM COMPLIANCE

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

1.11 EMPLOY MIAMI-DADE PROGRAM

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

1.12 ACCEPTANCE TESTS

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

- D. Contractor must comply with the conditions of the agreement between Miami-Dade County and Laboratory.

1.13 CHANGE ORDER PROCEDURES AND BASIS FOR PAYMENT

- A. Extra Work shall result in an equitable adjustment (increase or decrease) to the applicable RPQ representing the reasonable cost or the reasonable financial savings related to the change in Work. Extra Work may also result in an equitable adjustment in the RPQ schedule for performance for both the Extra Work and any other Work affected by the Extra Work.
- B. The County shall initiate the Extra Work procedure by a notice to Contractor outlining the proposed Extra Work. Upon receipt of the notice to proceed with the Extra Work, the Contractor is required to immediately start the Extra Work. The Contractor is required to obtain permission for an extension to start the Extra Work if it is beyond the Contractor's ability to start within the allotted timeframe.
- C. The Contractor is required to provide the Project Manager with a detailed Change Order Proposal, if an Owner's Representative has been identified, which shall include requested revisions to the Contract, including but not limited to adjustments in the RPQ price and schedules for performance for the applicable RPQ. The change to the RPQ shall not exceed \$100,000 or 10% of original RPQ, whichever is less. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating reasonableness. In furtherance of this obligation, the County may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's Change Order Proposal. The Contractor's Change Order Proposal must include any schedule revisions and an explanation of the cost and schedule impact of the extra Work on the project. If the Contractor fails to notify the Project Manager of the schedule changes associated with a Notice of Proposed Change Order by submitting a revised schedule document, it will be deemed to be an acknowledgment by Contractor that the proposed Extra Work will not have any scheduling consequences. The Contractor agrees the Change Order Proposal will in no event include a combined profit and home office overhead rate in excess of fifteen (15%) percent of the direct labor and material costs, unless the Project Manager determines that the complexity and risk of the Extra Work is such that an additional factor is appropriate. The Change Order Proposal may be accepted or modified by negotiations between the Contractor and the County. If an agreement on the Extra Work is reached, both parties shall execute the Extra Work order in writing. The execution by the Contractor of the Extra Work order shall serve as a release of the County from all claims and liability to the Contractor relating to, or in connection with, the Extra Work, including any impact, and any prior acts, neglect or default of the County relating to the Extra Work.

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

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

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

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

- A. The Contractor shall comply with the Public Records Laws of the State of Florida, including but not limited to:
1. Keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service.
 2. Providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
 3. Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 4. Meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer.
- B. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.
- C. For questions regarding the application of chapter 119, Florida Statutes, to The Contractor's Duty to Provide Public Records relating to this contract, contact the Custodian of Public Records at (305) 375-4735; isd-vss@miamidade.gov; 111 NW 1 Street, suite 1300, Miami, Florida 33128.

1.16 NONDISCRIMINATION

- A. During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

- B. By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.17 CONTRACTOR DUE DILIGENCE AFFIDAVIT

- A. In accordance with Board of County Commissioners Resolution 63-14, Contractor, as a condition of award, must submit Contractor Due Diligence Affidavit Form on any contract that exceeds \$1 million, or that is otherwise subject to Board approval.
 - 1. Affidavit is attached in Section 2 of these Solicitation Documents and must be included in the solicitation package. Form requires that Contractors attest to the following under oath:
 - a. All of the lawsuits that have been filed against that entity, its directors, partners, principals, and/or board members, based on breach of contract by that entity in the five years prior to bid or proposal submittal, including the case name and number and the disposition of the case;
 - b. Any instances in the five years prior to bid or proposal submittal where that entity has been defaulted and a brief description of the circumstances; and
 - c. All of the instances in the five years prior to bid or proposal submission where that entity has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.
- B. It is the responsibility of the Contractor to return the fully executed Affidavit at the time of bid or proposal submittal. This affidavit will be used as an additional measure of due diligence prior to award of a contract.
- C. In accord with Resolution No. R-828-19, the County reserves the right to request from any bidder the disclosure of any lawsuits which include allegations of discrimination in the last ten years prior to date of solicitation, the disposition of such lawsuits, or statement that there are no such lawsuits.
- D. As per Miami-Dade County Resolution R-1181-18, Submit OSHA form 300 containing a list of the company's work-related injury and illness data; and OSHA inspection data, for the previous three years, for the contractor and first tier subcontractors. The Department of Labor Occupational and safety Health Administration (OSHA) Form 300, 300A and 301 can be found under Appendix B of these Supplementary Conditions.

1.18 LIQUIDATED DAMAGES.

Expand Subarticle 1.06 J from the DTPW General Requirements as follows:

- A. Engineer will issue a Work Order identifying the location, description and amount of work to be accomplished. Notify Engineer prior to beginning work on the project.
- B. Initial Work Order may be issued with the Notice to Proceed. Contractor will be allowed fourteen (14) calendar days from receipt of the initial Work Order to respond and begin work. The fourteen

(14) calendar days begin on the date the work order is received in person, by fax or by certified mail. Contractor will be expected to respond and begin work within five working days of receipt of any subsequent Work Order. If a start date later than 5 working days is identified in a Work Order, Contractor will be expected to begin work by the start date identified in the Work Order.

- C. Charging of Contract time will begin on the actual day that work begins at the site, but no later than:
 - 1. the 14th calendar day from receipt of the initial Work Order; or
 - 2. the 5th working day from receipt of any subsequent Work Order; or
 - 3. the "start date " identified in a Work Order (as described above) that is applicable to the specific Work Order issued.
- D. If the Contractor does not begin work by the end of the day provided by the Work Order, or if the assignment of work on the Work Order is not complete within the number of calendar days specified on the Work Order, then the County may assess the Contractor, not as a penalty but as liquidated damages, the amount shown in Subarticle 1.06, J, 2, Liquidated Damages, of the DTPW General Requirements.
- E. All work locations will be described with sufficient particularity that will allow Contractor to proceed immediately to the location with minimum delay. The County will make every reasonable effort to plan work locations and develop work documents in systematic and concentrated regions so as to minimize the Contractor's travel requirements. A Pre-Work Conference may be scheduled prior to the commencement of work in accordance with DTPW General Requirements.
- F. Upon completion of the assigned work of the Work Order, notify Engineer. Certify that the work quantities and quality were accomplished in accordance with these specifications by signing and returning the Work Order to the Department. All work completed will be reviewed to verify quantity and quality prior to approval of the Work Order.
- G. Should inclement weather limit or stop the work, notify Engineer of such. Article 1.04 of these Supplemental Specifications describe Weather Delays adjustments.
- H. Limitation or work stoppage. Schedule work in a manner that prevents delays, stoppages and rework.

1.19 CLAIMS

- A. Amend Paragraph 2.78 of the CICC 7360-0/08 Miscellaneous Construction Contract by adding the following:
- B. Notice of Claims
 - 1. The Contractor will not be entitled to additional time or compensation otherwise payable for any act or failure to act by the Department, the happening of any event or occurrence, or any other cause, unless he shall have given the Project manager a written notice of claim therefore as specified in this article.
 - 2. The Contractor shall provide immediate verbal notification with written confirmation within forty-eight (48) hours of any potential claims and of the anticipated time and/or cost impacts resulting thereof. The written notice of claim shall set forth the reasons for which the Contractor believes

additional compensation and/or time will or may be due, the nature of the costs involved and the approximate amount of the potential claim.

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

C. Claim Submittals

1. Claims or requests for equitable adjustments filed by the Contractor shall be filed in full accordance with this article no later than 30 calendar days after the act giving rise to the claim and in sufficient detail to enable the Department to ascertain the basis and amount of said claims. In the case of continuing or on-going claim events, the Contractor shall be allowed to periodically amend his claim to more accurately reflect the impact of said claim, until the end of the claim event. No claims for additional compensation, time extension or for any other relief under the Contract shall be recognized, processed, or treated in any manner unless the same is presented in accordance with this Article. Failure to present and process any claim in accordance with this Article shall be conclusively deemed a waiver, abandonment or relinquishment of any such claim, it being expressly understood and agreed that the timely presentation of claims, in sufficient detail to allow proper investigation and prompt resolution thereof, is essential to the administration of this Contract.
2. The Department will review and evaluate the Contractor's claims. It will be the responsibility of the Contractor to furnish, when requested by the Project manager, such further information and details as may be required to determine the facts or contentions involved in his claims. The

cost of claims preparation or Change Order negotiations shall not be reimbursable under this Contract.

3. Any work performed by the Contractor prior to Notice-to-Proceed (NTP) shall not be the basis for a claim from the Contractor of any kind.
4. Each claim must be certified by the Contractor as required by the Miami-Dade Code, False Claims Act (see Code Section 21-255, et seq.), and accompanied by all materials required by Miami-Dade County Code Section 21-257. A "certified claim" shall be made under oath by a person duly authorized by the claimant, and shall contain a statement that:
 - a. The claim is made in good faith;
 - b. The claim's supporting data is accurate and complete to the best of the person's knowledge and belief;
 - c. The amount of the claim accurately reflects the amount that the claimant believes is due from the Department; and
 - d. The certifying person is duly authorized by the claimant to certify the claim.
5. In order to substantiate time-related claims (delays, disruptions, impacts, etc.), the Contractor shall, if applicable and as determined by the Department, submit, in triplicate, the following information:
 - a. Copy of Contractor's notice of claim in accordance with this article. Failure to submit the notice is sufficient grounds to deny the claim.
 - b. The approved, as-planned Schedule in accordance with the applicable section of the Contract Documents and computer storage media, if applicable.
 - c. The as-built Schedule reflecting changes to the approved schedule up to the time of the impact in question and computer storage media if applicable.
 - d. The basis for the duration of the start and finish dates of each impact activity and the reason for choosing the successor and predecessor events affected in the schedule shall be explained. Also, the basis for the duration of any lead/lags inserted into the schedule and the duration in related activity duration shall be explained.
 - e. A marked-up as-built Schedule indicating the causes responsible for changes between the as-planned and as-built schedule and establishing the required cause and effect relationships.
 - f. After indicating specific time related changes on the as-built schedule, the documentation must be segregated into separate packages with each package documenting a specific duration change identified previously. This documentation package shall include Change Orders, Change Notices, Work Orders, written directions, meeting minutes, etc., related to the change in duration.
 - g. Any loss of efficiency, acceleration, disruption and loss of productivity claims shall be compensated as part of the Liquidated Indirect Costs paid for compensable, excusable delays and mark-up on Direct Cost of changes as allowed by the Contract. Total cost and modified total cost claims will not be accepted and the Contractor agrees to waive the right to seek recovery by these methods. The claimed delay shall not result from a cause specified in the Contract Documents as a non-excusable delay.
 - h. The Contractor assumes all risk for the following items, none of which shall be the subject of any claim and none of which shall be compensated for except as they may have been included in the compensation described under Liquidated Indirect Costs:

- 1) Home office expenses or any Direct Costs incurred allocated from the headquarters of the Contractor;
 - 2) Loss of anticipated profits on this or any other project;
 - 3) Loss of bonding capacity or capability;
 - 4) Losses due to other projects not bid upon;
 - 5) Loss of business opportunities;
 - 6) Loss of productivity on this or any other project;
 - 7) Loss of interest income on funds not paid;
 - 8) Costs to prepare, negotiate or prosecute claims and
 - 9) Costs spent to achieve compliance with applicable laws and ordinances (excepting only sales taxes paid shall be reimbursable expense subject to the provisions of the Contract Documents).
- i. All non-time-related claim items for additional compensation for Direct Costs shall be properly documented and supported with copies of invoices, time sheets, rental agreements, crew sheets and the like.
 - j. Cost information shall be submitted in sufficient detail to allow for review. The basis for the budgeted or actual costs shall include man-hours by trade, labor rates, material and equipment costs etc. These costs shall be broken down by pay.
 - k. The documentation for budgeted cost shall, as a minimum, include:
 - 1) Copies of all the Contractor's bid documents, bid quotes, faxed quotes, etc.
 - 2) Copies of all executed subcontracts.
 - 3) Other related budget documents as requested by the Project Manager.
 - l. The documentation for actual cost shall, as a minimum, include:
 - 1) Time Sheets.
 - 2) Materials invoices
 - 3) Equipment invoices
 - 4) Subcontractors' payments
 - 5) Other related documents as required by the Project Manager.
 - m. The Contractor shall make all his books, employees, work sites and records available to the Department or its representatives for inspection and audit.
6. No payment shall be made to the Contractor by the Department for loss of anticipated profit(s) from any deleted work.
 7. As indicated above, the Project Manager and the Field Representative shall be allowed full and complete access to all personnel, documents, work sites or other information reasonably necessary to investigate any claim. Within sixty (60) days after a claim has been received, the claim shall either be rejected with an explanation as to why it was rejected or acknowledged. Once the claim is acknowledged, the parties shall attempt to negotiate a satisfactory settlement of the claim, which settlement shall be included in a subsequent Work Order or Change Order. If the parties fail to reach an agreement on a recognized claim, the Department shall pay to the Contractor the amount of money it deems reasonable, less any appropriate retention, to compensate the Contractor for the recognized claim.

8. Failure of the Contractor to make a specific reservation of rights regarding any such disputed amounts in the body of the Change Order which contains the payment shall be construed as a waiver, abandonment, or relinquishment of all claims for additional monies resulting from the claims embodied in said Change Order. However, once the Contractor has properly reserved rights to any claim, no further reservations of rights shall be required and the Contractor shall not be required to repeat the reservation in any subsequent change order. Prior reservation of rights may however be modified, by express reference, in subsequent change orders. Notwithstanding the aforementioned, at the time of final payment under the Contract, the Contractor shall specify all claims which have been denied and all claims for which rights have been reserved in accordance with this section. Failure to so specify any particular claim shall be constructed as a waiver, abandonment, or relinquishment of such claim.

1.20 DISPUTES

- A. Amend Paragraph 2.81 of the CICC 7360-0/08 Miscellaneous Construction Contract by adding the following:

- B. Disputes

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

to, claims for lost profits, off-site overhead, loss of efficiency or productivity claims or claim's preparation costs) by summary disposition.

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

1.21 EXTRA WORK

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

2. All changed or added work so authorized shall be performed by the Contractor at the time and in the manner specified.
3. The Change Order shall include, as a minimum:
 - a. Scope of work to be added, deleted or modified;
 - b. Cost of work to be added, deleted or modified;
 - c. The Contract time extension or reduction in contract time in the case of deleted work required to perform the work to be added, deleted or modified;
 - d. Full release of claims associated with the Contract through the date of the change order, or a reservation of claims identified as to each claim reserved, the scope of the work, the maximum cost of the work, and the maximum number of days of Contract time requested, shall be specified.
4. The Work Order shall include, at a minimum:
 - a. Scope of work to be added, deleted or modified;
 - b. Cost of work to be added, deleted or modified;
 - c. The Contract time extension required to perform the work to be added, deleted or modified;
 - d. Full release of claims associated with the work order work, or a reservation of claims identified as to each claim reserved, the scope of the work, the maximum cost of the work, and the maximum number of days of Contract time requested, shall be specified.

B. Extra Work Payment

1. The following Subarticle replaces the following items: Articles 2.83, Extra Work, and portion of Article 2.92, Change Order Procedure and Basis for Payment of the MCC 7360 Plan:
2. If Work is ordered, changed, or deleted which is not covered by Unit Prices, then, a NAM must be executed.
3. Extra work, for a complete job, will be paid for in a lump sum or at unit prices agreed to in writing by the Engineer and the Contractor before the extra work is ordered for performing the work. Payment for lump sum work will be based on the following:
 - a. Contractor shall submit to the Engineer an estimated proposal containing a complete breakdown of costs to perform the work to which shall be added an amount equal to fifteen (15) percent of such sum for labor and the total thereof will be full compensation to the Contractor for performing the work which includes overhead and profit, home office expenses for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the Contractor shall include their labor burden costs of social security taxes, unemployment insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, union dues, pension, pension plans, vacations and insurance and Contractor's public liability and property damage insurance involved in such extra work, based on the wages paid to such labor. Contractor's documentation of the labor burden costs must be provided upon demand by the Engineer.
 - b. For all materials used, Contractor will include the estimate total cost of such materials, including taxes and freight charges, to which cost will be, added an amount equal to ten (10) percent thereof; for full compensation that includes overhead, profit and home office expenses.

- c. For any construction equipment or special equipment including fuel and lubricant required for the economical performance of extra work, the Engineer will pay the Contractor a rental price, for every hour that such construction equipment or special equipment is estimated to operate on the work. This provision is intended to pay for heavy or special construction equipment; the County shall therefore not pay for small tools and equipment ordinarily used in construction. Where there is a question as to whether payment pursuant to this section is valid the Engineer will make the final determination as to the validity of such payment. The hourly rental price of such construction or special equipment will not exceed 1/176 part of the monthly rate stated for such equipment in the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors. In the event that the equipment is not owned by the Contractor or his companies and the equipment is rented from a recognized equipment rental company, the Contractor will be paid the estimated time that the equipment will work at the hourly rental rate to which shall be added ten (10) percent for fuel, maintenance and lubrication for rented equipment.
4. Contractor is required to include a statement certifying that the proposal is consistent with the Plans and Specifications and he has reviewed all the costs for extra work and has found them to be accurate, fair and reasonable. If extra work is ordered, it must be included in the Contractor's monthly estimate when Allowance Account funds are available in the Contract for the work actually done. An Allowance Account expenditure form shall be prepared and executed by all appropriate parties to the Contract. If no allowance account funds are available a change order will be issued.
5. The performance of any extra work or the furnishing of any extra material which, in the judgment of the Engineer, is of like character to and susceptible of classification under a unit price item of the Contract shall, if the order of the Engineer shall so provide, be paid for at the unit price bid for such item or items, where Allowance Account funds are available in the Contract with the Contractor's monthly estimate, for the work actually done. Said Allowance Account funds shall be transferred to the various Proposal payment item funds via the Allowance Account expenditure form, to allow payment for this extra work without depletion of the payment item fund.
6. All extra work performed hereunder will be subject to all of the provisions of the Contract. Whenever, in the judgment of the Engineer, such extra work or such extra material is not of like character to and susceptible of classification under a unit price item of the Contract, or the application of the unit price will result in unacceptably high costs to the Department, and it is impracticable because of the nature of the work, or for any other reason, to fix the price before the extra work order is issued, extra work and material will be paid for in the following manner:
 - a. For all labor, including a working foreman in direct charge of the specified operation, the Contractor will receive a sum equal to the current local rate of wages for every hour that the labor is actually performed. For a working foreman who performs labor, the Contractor may charge one hundred (100) percent of his hourly wage rate; for a foreman who only directs workers in the performance of their work, the Contractor may charge the following: twenty five (25) percent of the working foreman's salary for directing up to two workers in their work; fifty (50) percent of sum salary for directing up to four workers in their work; seventy-five (75) percent for directing five workers in their work; and one hundred (100) percent for directing six workers or more their work, to which shall be added an amount equal to fifteen percent of such sum, and the total thereof shall be full compensation to the Contractor for performing the work, which includes overhead and profit, home office expenses, general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the Contractor shall be paid their labor burden costs of social security taxes, unemployment insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, union dues, pension, pension plans,

vacations, and insurance and contractor's public liability and property damage insurance involved in such extra work, based on the actual wages paid to such labor.

- b. For all materials used, the Contractor shall receive the actual cost of such materials, including freight charges as shown by original receipted bills, to which costs will be added an amount equal to ten (10) percent thereof, for full compensation which includes overhead, profit and home office expenses.
 - c. For any construction equipment or special equipment including fuel and lubricants, required for the economical! Performance of extra work, excluding the small tools and ordinary equipment as specified above, the Engineer shall allow the Contractor a rental price to be agreed upon in writing before such work is begun, for every 1 hour that such construction equipment or special equipment is actually operated on the work. Such hourly rental price shall not exceed 1/176 part of the monthly rate stated for such equipment in the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors. In the event that the equipment is not owned by the Contractor or his companies and the equipment is rented from a recognized equipment rental company, the Contractor will be paid for every hour that the equipment is actually working at the hourly rental rate to which will be added ten (10) percent for fuel, maintenance and lubricants for rented equipment.
7. Contractor's representative and the Counties representative will compare records of extra work done at the end of each day. Such records will be made in duplicate upon a form provided for such purpose by the Counties representative, and shall be signed by both the counties representative and the Contractor's representative, one copy being submitted to the Engineer and the other being retained by the Contractor.
 8. Contractor upon certified statements will submit all claims for extra work done, to which shall be attached the original receipted bills covering the costs of and freight charges on all materials used in such work, and such statements, accompanied by copies of the orders authorizing the performance of the work, shall be submitted to the Engineer for inclusion in the estimate of month. In which the work was actually done, where allowance account funds are available in the contract. If no allowance account fund is available, the extra work shall be paid for, subject to approval of a change order for the work, by the county representative via Expedite Ordinance or the Board of County Commissioners.
 9. If required, the Contractor shall produce any books, vouchers, other records, or memoranda that will assist the Engineer in determining the true, necessary cost of work and materials to be paid for on a cost plus basis.
 10. In the event that the Contractor employs a subcontractor to perform his extra work for any portion of the lump sum work, or for any portion of extra work, material or equipment. Contractor may charge an additional ten (10) percent for his full compensation for overhead, profit, home office expenses and general supervision for the portion of work performed by the subcontractor.
 11. The subcontractor must comply with all the requirements of the Contract for his portion of extra work and be compensated as permitted within this Section for the extra work.
 12. No additional compensation will be paid for overhead, profit, home office expenses or supervision to any subcontractors working for subcontractors.

1.22 WARRANTY OF CONSTRUCTION

- A. For a period of one year, except as provided below, from the date of Final Acceptance, the Contractor warrants that the Work conforms to the Contract requirements and the RPQ requirements and is free of any patent and/or latent defect of the material or workmanship.

1. Exception to the above year warranty:

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

APPENDIX A OF THE SUPPLEMENTARY CONDITIONS
CLEARINGHOUSE FORMS



MIAMI-DADE COUNTY – DEPARTMENT OF SMALL BUSINESS DEVELOPMENT
Job Clearinghouse (JCH)
CONSTRUCTION CLEARINGHOUSE JOB APPLICATION
Governed by Miami-Dade County Code section 2-1701 and R-1395-05

Section 1. To be completed by Job Applicant. Please print clearly or type

Title of position sought			Contract/Project Number (if applicable)		
Name: Last First Middle Initial			Last 4 digits of Social Security #		
Address (Street Name and Number) Apt.			Home telephone number:		
City State Zip Code			Additional Contact Telephone number:		
How long have you resided at the above address: ☐ less than 12 months ☐ 1 -5 years ☐ 6-10 yrs ☐ more than 10yrs			Address (Street Name and Number) Apt.____ City_____ State _____ Zip Code_____		
Date of Birth____/____/____ ☐ Male ☐ Female			Languages spoken ☐ English ☐ Spanish ☐ Creole ☐ Other _____		
			Languages you are able to read and clearly understand: ☐ English ☐ Spanish ☐ Creole ☐ Other _____		
Current Driver's license: ☐ None ☐ Operator/Class E ☐ Commercial/Class ____ ☐ Chauffeur/Class D					
Have you ever been employed in the construction industry? ☐ Yes ☐ No If yes, indicate the trade and the years of experience in each trade. ☐ General Laborer ____ months/years of experience ☐ Carpentry ____ months/years of experience ☐ Electrical ____ months/years of experience ☐ Mechanical ____ months/years of experience ☐ Plumbing ____ months/years of experience ☐ Site & Prep Work ____ months/years of experience ☐ Equipment Operator ____ months/years of experience ☐ Painting ____ months/years of experience ☐ Sprinkler fitting ____ months/years of experience ☐ Drywall Finishing ____ months/years of experience ☐ Masonry ____ months/years of experience ☐ Tile layer ____ months/years of experience ☐ Landscaping ____ months/years of experience ☐ Pipe Fitting ____ months/years of experience ☐ Truck Driver ____ months/years of experience ☐ Roofing ____ months/years of experience ☐ _____ months/years of experience What hours are you available to work? ☐ 6am-2pm ☐ 7am-3pm ☐ 8am- 4pm ☐ Any shift ☐ Other What construction trades are you interested in? ☐ Same as indicated above ☐ Other _____					
Applicant's signature _____ Date _____					

Section 2

*******FOR SBD USE ONLY*******

Certificates/Licenses: _____	
Job References: _____	
Title of Position Hired:	Date of Hire:
Duration of Job:	Job Salary (hourly rate):
Employer/Contractor	Contract/Project Number:
Applicant was recruited through: ☐ Self Recruit ☐ WDO ☐ WRO ☐ WTP	
Submit this application to: Attention: Job Clearinghouse Miami-Dade County, Department of Small Business Development (SBD) Project Review and Analysis Division 111 NW 1 st Street, 19 th floor Miami, Florida 33128 Telephone: (305) 375-3111 Fax (305) 375-3160	



MIAMI-DADE COUNTY
DEPARTMENT OF SMALL BUSINESS DEVELOPMENT
Job Clearinghouse (JCH)

NOTICE OF CONSTRUCTION CLEARINGHOUSE JOB OPPORTUNITY

Governed by Miami-Dade County Code section 2-1701 and R-1395-05

To be completed by Employer/Contractor. Please print clearly or type

EMPLOYER/CONTRACTOR INFORMATION		
Business Name:		Contract/Project Number
Address (Street Name and Number)		Federal ID#
City	State	Zip Code
Telephone Number		Fax Number
Contact Person		Email Address
JOB LISTING INFORMATION		
Job Title		Application Deadline
Job Site Location		Number of Openings
Describe Job Duties:		Hourly Rate
Specialized Training:		
Experience Required (Months/Years):		
Specialized machinery or equipment:		
Job Duration: ☐ Permanent ☐ Temporary/If Temporary, how long? ____ Fringe Benefits? ☐ Yes ☐ No		
Education Required: ☐ None ☐ H.S Diploma/GED ☐ AA Degree ☐ Bachelor's Degree ☐ Master's Degree		
Certifications/License Required: ☐ None ☐ Yes If Yes, please list _____		
Driver's license required: ☐ None ☐ Operator/Class E ☐ Commercial/Class ____ ☐ Chauffeur/Class D		
Language(s) required: ☐ English ☐ Spanish ☐ Creole ☐ Other		
APPLICANTS SHOULD CONTACT EMPLOYER BY:		
☐ Call for Appointment ☐ Phone Interview ☐ Send Resume via: ☐ Mail ☐ Fax ☐ Email		
☐ Apply In Person Day of the Week: _____ Time: _____ Application Deadline: _____		

Employer/Contractor must submit this form for all job openings.

Attention: Job Clearinghouse
Miami-Dade County Department of Small Business Development
Project Review and Analysis Division
111 NW 1st Street, 19th floor
Miami, Florida 33128
Telephone: (305) 375-3111 Fax (305) 375-3160



JOB CLEARINGHOUSE AFFIDAVIT
Notice of Construction Job Opportunities

Project / Contract Number: _____

Pursuant to Miami-Dade County Resolution No. R-1395-05, there are ____ open position(s) to submit to the Job Clearinghouse for this project at this time. All open positions will be submitted to South Florida Workforce at <https://iapps.careersourcesfl.com/jchcwp/>.

(Signature of Affiant)

(Date)

(Printed Name of Affiant, Title, and Firm Name)

(Witness)

Sworn to and subscribed before me this

_____ day of _____ 20 ____

By: _____

Signature of Notary Public



Personally Known



Produced ID

Type of ID produced _____

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

Year 20

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

Form approved OMB no. 1218-0176

Establishment name

City
State

Identify the person			Describe the case			Classify the case										Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Remained at Work				Check the "injury" column or choose one type of illness:													
						Death	Days away from work	Job transfer or restriction	Other recordable cases	Away from work	On job	Injury (M)											
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)						
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			/ month/day			☐	☐																

Page totals

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

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Summary of Work-Related Injuries and Illnesses



Year 20

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

Form approved OMB no. 1218-0176

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

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

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

Number of Cases

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

Number of Days

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

Injury and Illness Types

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

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

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

Establishment information

Your establishment name _____
Street _____
City _____ State _____ ZIP _____

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

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

OR _____

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

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

Annual average number of employees _____
Total hours worked by all employees last year _____

Sign here

Knowingly falsifying this document may result in a fine.

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

Company executive _____ Title _____
() _____ / /
Phone _____ Date _____

Injury and Illness Incident Report

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

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

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

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

Completed by _____

Title _____

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

Information about the employee

- 1) Full name _____
- 2) Street _____
City _____ State _____ ZIP _____
- 3) Date of birth ____/____/____
- 4) Date hired ____/____/____
- 5) ☐ Male ☐ Female

Information about the physician or other health care professional

- 6) Name of physician or other health care professional _____
Facility _____
Street _____
City _____ State _____ ZIP _____
- 7) If treatment was given away from the worksite, where was it given?
Facility _____
Street _____
City _____ State _____ ZIP _____
- 8) Was employee treated in an emergency room?
☐ Yes ☐ No
- 9) Was employee hospitalized overnight as an in-patient?
☐ Yes ☐ No

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



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

Form approved OMB no. 1218-0176

Information about the case

- 10) Case number from the Log _____
(Transfer the case number from the Log after you record the case.)
- 11) Date of injury or illness ____/____/____
- 12) Time employee began work ____ AM / PM
- 13) Time of event ____ AM / PM ☐ Check if time cannot be determined
- 14) **What was the employee doing just before the incident occurred?** Describe the activity, as well as the tools, equipment, or material the employee was using. Be specific. *Examples:* "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."
- 15) **What happened?** Tell us how the injury occurred. *Examples:* "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."
- 16) **What was the injury or illness?** Tell us the part of the body that was affected and how it was affected; be more specific than "hurt," "pain," or "sore." *Examples:* "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."
- 17) **What object or substance directly harmed the employee?** *Examples:* "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.
- 18) **If the employee died, when did death occur?** Date of death ____/____/____

APPENDIX C OF THE SUPPLEMENTARY CONDITIONS
PROJECT WORKSHEET

SECTION 6: SPECIFICATIONS

GENERAL REQUIREMENTS

DTPW SPECIFICATIONS
GENERAL REQUIREMENTS
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1. GENERAL REQUIREMENTS

1.01 DEFINITIONS AND TERMINOLOGY

A. General

1. These Specifications are written to the bidders, prior to award of the Contract, and to Contractor.
2. Where sentences directing work or other action appear in the active voice-imperative mood, without a subject, the subject "bidder" or "Contractor" is understood. In any other case where the subject is not clearly understood, Engineer will make a clarification and final determination as to the subject of the action.

B. Governing Regulations and Standard References

1. The following Standards and Governing Regulations, as amended by the Contract Documents, are hereby incorporated by reference:
 - a. Building Code as set forth in Chapter 8 of the Code of Miami-Dade County.
 - b. Public Works Manual of Metropolitan Dade County (Public Works Manual).
 - c. United States Department of Justice's 2010 ADA Standards For Accessible Design
 - d. Miami-Dade County's Traffic Control Equipment Specifications and Standards for The Metro Traffic Control System Miami-Dade County (TCESS).
 - e. Florida Department of Transportation's Standard Plans for Road and Bridge Construction (FDOT Standard Plans).
<http://www.fdot.gov/design/standardplans/SPRB/C.shtm>
 - f. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications
<http://www.fdot.gov/programmanagement/Implemented/SpecBooks/default.shtm>
 - g. Florida Department of Transportation Surveying and Mapping Procedure
<http://fdotwp1.dot.state.fl.us/ProceduresInformation/ManagementSystemInternet/FormsAndProcedures/ViewDocument?topicNum=550-030-101>
 - h. Florida Department of Transportation Drainage Manual
<http://www.fdot.gov/roadway/Drainage/Manualsandhandbooks.shtm>
 - i. Florida Department of Transportation Soils and Foundations Handbook
<http://www.fdot.gov/structures/DocsandPubs.shtm>
 - j. Florida Department of Transportation Structures Manual

<http://www.fdot.gov/structures/DocsandPubs.shtm>

- k. Florida Department of Transportation Current Structures Design Bulletins

<http://www.fdot.gov/structures/Memos/currentbulletins.shtm>

- l. Manual on Uniform Traffic Control Devices (MUTCD)

<https://mutcd.fhwa.dot.gov/>

- m. Safe Mobility For Life Program Policy Statement

<http://www.fdot.gov/traffic/TrafficServices/SafetyisGolden.shtm>

- n. Florida Department of Transportation American with Disabilities Act (ADA) Compliance

<http://www.fdot.gov/roadway/ada/>

- o. Florida Department of Transportation Florida Sampling and Testing Methods

<http://www.fdot.gov/materials/administration/resources/library/publications/fstmdisclaimer.shtm>

- p. Florida Department of Transportation Flexible Pavement Coring and Evaluation Procedure

<http://www.fdot.gov/materials/administration/resources/library/publications/materialsmanual/documents/v1-section32-clean.pdf>

- q. Florida Department of Transportation Design Bulletins and Update Memos

<http://www.fdot.gov/roadway/Bulletin/>

- r. Florida Department of Transportation Utility Accommodation Manual

<http://www.fdot.gov/programmanagement/utilities/default.shtm>

- s. Florida Department of Transportation Flexible Pavement Design Manual

<http://www.fdot.gov/roadway/pm/pcs/flexiblepavementmanual.pdf>

- t. Florida Department of Transportation Rigid Pavement Design Manual

<http://www.fdot.gov/roadway/pm/pcs/rigidpavementmanual.pdf>

- u. Florida Department of Transportation Pavement Type Selection Manual

<http://www.fdot.gov/roadway/pm/Publications/PTSM.pdf>

- v. Florida Department of Transportation Traffic Engineering Manual

<http://www.fdot.gov/traffic/trafficervices/Studies/TEM/TEM.shtm>

- w. Florida Department of Transportation Bicycle and Pedestrian Policies and Standards

<http://www.fdot.gov/roadway/bikeped/default.shtm>

- x. Federal Highway Administration Hydraulic Engineering Circular Number 18 (HEC 18).

https://www.fhwa.dot.gov/engineering/hydraulics/library_listing.cfm

- y. Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook)

<http://www.fdot.gov/roadway/floridagreenbook/fgb.htm>

- z. Florida Department of Transportation Project Development and Environment Manual, Parts 1 and 2
<http://www.fdot.gov/environment/pubs/pdeman/pdeman1.shtm>

- aa. Florida Department of Transportation Contract Compliance Manual.
<https://www.fdot.gov/equalopportunity/contractcompliancemanual.shtm>

- bb. Florida Department of Transportation Equal Opportunity Compliance (EOC) System.
<https://www.fdot.gov/equalopportunity/eoc.shtm>

- cc. Florida Statutes
<http://www.leg.state.fl.us/statutes/>

- dd. Miami-Dade County and Local Municipal Ordinances, unless otherwise is prohibited, by State or Federal regulations.

2. The above list is not all inclusive and it is the responsibility of Contractor to comply with all applicable requirements whether included in this list or not. Additional project-specific criteria are provided throughout the Contract Documents
3. The above referenced Standards are intended to supplement, not supersede the requirements set forth herein and, unless otherwise noted, the latest revision shall apply. Where differences occur between referenced Standards and these Contract Documents, the more stringent shall apply unless otherwise noted in the Contract Documents or directed by Engineer in writing.
4. FDOT Standard Specifications.
 - a. FDOT Standard Specifications for Road and Bridge Construction (Divisions II & III), as amended by the Contract Documents, apply to an Article within these Specifications when:
 - 1) The applicable FDOT Standard Specification Section (e.g. FDOT SECTION 415) is referenced in the title of the Article; or
 - 2) The FDOT Standard Specification section, article, or subarticle is referenced within the Article (e.g. FDOT Section 415, FDOT 415-3; FDOT 415-5.1, etc.)
 - b. Unless otherwise specified, where page numbers are used in these Specifications to reference modifications to the FDOT Standard Specifications, it shall be understood to reference the 2007 edition.

C. Abbreviations

The following abbreviations, when used in the Contract Documents, represent the full text shown.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	The Associated General Contractors of America, Inc.
AGMA	American Gear Manufacturers Association
AIA	American Institute of Architects.
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
APL	FDOT Approved Product List
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
ATSSA	American Traffic Safety Services Association
AWG	American Wire Gauge
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CFR	Code of Federal Regulations
CRSI	Concrete Reinforcing Steel Institute
DOL	U.S. Department of Labor
EASA	Electrical Apparatus Service Association
EPA	Environmental Protection Agency of the United States Government
F.A.C.	Florida Administrative Code
FBC	Florida Building Code
FDEP	Florida Department of Environmental Protection
FDH	Florida Department of Health
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
FM	Florida Method or Florida Sampling and Testing Method
F.S.	Florida Statutes
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IMSA	International Municipal Signal Association
IPCEA	Insulated Power Cable Engineers Association
ISO	International Organization for Standards
MDC	Miami-Dade County
MSTCSD	Minimum Specifications for Traffic Control Signals and Devices
NAM	Negotiated Acceptance Memorandum
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NIST	National Institute for Standards and Technology
NOAA	National Oceanic and Atmospheric Administration
NSF	NSF International
OSHA	Occupational Safety and Health Administration

PCA	Portland Cement Association
DTPW	Miami-Dade County Department of Transportation and Public Works
SAE	Society of Automotive Engineers
SBE-CONST	Small Business Enterprise-Construction
SI	International System of Units
SSPC	Society of Protective Coatings
TSSQPL	Traffic Signals and Signs Qualified Products List
UL	Underwriters' Laboratories
U.S.C.	United States Code

D. Definitions

The following terms, when used in the Specifications, have the meaning described.

1. Article. The numbered prime subdivision of a Division of these Specifications.
2. Bracing. A temporary structural member(s) placed between beams, girders, piles columns, etc. to provide stability during construction activities.
3. Bridge. A structure, including supports, erected over a depression or over an obstruction such as water, highway or railway, or for elevated roadway, for carrying traffic or other moving loads, and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of end supports. A multiple-span box culvert is considered a bridge, where the length between the extreme ends of the openings exceeds 20 feet.
4. Calendar day. Every day shown on the calendar, ending and beginning at midnight. Unless otherwise stipulated in the Contract Documents, the term "days" shall be understood as calendar days. In computing any period of time prescribed or allowed by this Contract, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. When the period of time prescribed or allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.
5. Construction Affecting Public Safety. Construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels of navigable waterways and walls or other structure foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under Contractor's control and outside the limits of normal public access.
6. Contract. The term "Contract" means the entire and integrated agreement between the parties thereunder and supersedes all prior negotiations, representations, or agreements, either written or oral. The executed Contract Documents form the Contract between the Department (on behalf of the County) and Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work and the basis of payment.
7. Contract Documents. Consists of those items so designated in and inclusive of the executed Contract. Only printed or hard copies of the items listed in the executed Contract Form are Contract Documents.
8. Contract Time. The maximum number of calendar days, including authorized time extensions, allowed for final completion of all Contract work and requirements. Also called Contract Duration.
9. Contract Unit Price. Refers to the Unit Price provided by the Contract that is fixed at time of Contract award.
10. Contractor. The individual, firm, joint venture, or company contracting with the County to perform the Work pursuant to the Contract.
11. Contractor's Engineer of Record.
 - a. A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign, or for repair designs and details of the permanent work. Contractor's Engineer of Record may also serve as the Specialty Engineer.
 - b. Contractor's Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rule 14-75, F.A.C. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Board of Professional Engineers.
 - c. As an alternate to being an employee of a pre-qualified firm, Contractor's Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent Work declared by the FDOT Construction Office to be "major" or "structural", the work performed by a pre-qualified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in Rule 14-75, F.A.C., if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the FDOT Construction Office website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns of items fully detailed in the Plans.
12. Contractor Originated Designs. Items which the Contract Documents require Contractor to design, detail and incorporate into the permanent works.
13. Controlling Work Items. The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.
14. County. Miami-Dade County, Florida.

15. Culverts. Any structure not classified as a bridge that provides an opening under the roadway.
16. Department. Miami-Dade County Department of Transportation and Public Works.
17. Engineer. The County Engineer, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.
 - a. Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by Engineer," "by the Engineer," "to the Engineer," or "of the Engineer."
18. Engineer of Record. The Professional Engineer or Engineering Firm registered in the State of Florida that develops the criteria and concept for the project, performs the analysis, and is responsible for the preparation of the Plans and Specifications. The Engineer of Record may be Departmental in-house staff, or a consultant retained by the Department. Contractor shall not employ the Engineer of Record as Contractor's Engineer of Record or as a Specialty Engineer.
19. Equipment. The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the work.
20. Extra Work. Any "work" which is required by Engineer to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions, or otherwise. This term does not include a "delay".
21. Falsework. Includes any temporary construction work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations, and any proprietary equipment including modular shoring frames, post shores, and adjustable horizontal shoring.
22. Formwork. Includes any structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets. Formwork may be either permanent formwork requiring a shop drawing submittal such as stay-in-place metal or concrete forms, or may be temporary formwork which requires certification by the Specialty Engineer for Construction Affecting Public Safety and for Major and Unusual Structures.
23. Highway, Street, or Road. A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.
24. Holidays. Days designated by Miami-Dade County as holidays, which include, but are not limited to, New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the following Friday, and Christmas Day.
25. Inspector. An authorized representative of the Engineer, assigned to make official inspections of the materials furnished and of the work performed by Contractor.
26. Laboratory. The official testing laboratory authorized by the Department.
27. Major and Unusual Structures: Bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:
 - a. Bridges with an individual span longer than 300 feet.
 - b. Structurally continuous superstructures with spans over 150 feet.
 - c. Steel box and plate girder bridges.
 - d. Steel truss bridges.
 - e. Concrete segmental and longitudinally post-tensioned continuous girder bridges.
 - f. Cable stayed or suspension bridges.
 - g. Arch bridges.
 - h. Tunnels.
 - i. Movable bridges (specifically electrical and mechanical components).
 - j. Rehabilitation, widening, or lengthening of any of the above.
28. Major Item of Work. Any item of work having an original Contract value in excess of 5% of the original Contract amount.
29. Materials. Any substances to be incorporated in the work under the Contract.
30. Median. The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.
31. Permanent Works. All the permanent structures and parts thereof required of the completed Contract.
32. Plans. The part of the Contract Documents prepared or approved by the Engineer, including reproductions thereof, which graphically shows or supplements the scope, extent, and character of the Work to be performed by Contractor. Whenever the word "Plans" appears in these Contract Documents, it shall include any related drawings or standard details referenced by the Contract Documents.

33. Right-of-Way. The land that the Department has title to, or right of use, for the road and its structures and appurtenances, and for material pits furnished by the Department.
34. Roadbed. The portion of the roadway occupied by the subgrade and shoulders.
35. Roadway. The portion of a highway within the limits of construction.
36. Scaffolding. An elevated work platform used to support workmen, materials and equipment, but not intended to support the structure.
37. Section. A numbered prime division of these Specifications.
38. Shop Drawings. All working, shop and erection drawings, associated trade literature, calculations, schedules, manuals and similar documents submitted by Contractor to define some portion of the Work. The Work may include both permanent and temporary works as appropriate to the Project. Shop Drawings and other contractor submittals are not Plans as so defined.
39. Shoring. A component of falsework such as horizontal, vertical or inclined support members. In this Section, this term is interchangeable with falsework.
40. Special Erection Equipment. Includes launching gantries, beam and winch equipment, form travelers, stability towers, strong-backs, erection trusses, launching noses or similar items made purposely for construction of the structure. It does not apply to commonly available proprietary construction equipment such as cranes.
41. Special Provisions. Project specific clauses adopted by the Department that add to or revise these Specifications and associated supplemental specifications, or provide other requirements applicable to the Contract.
42. Specialty Engineer.
 - a. A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the Work or for special items of the permanent works not fully detailed in the plans and required to be furnished by Contractor such as but not limited to pot bearing designs, non-standard expansion joints, mechanically stabilized earth wall designs and other specialty items. The Specialty Engineer may also provide designs and details for items of the permanent work declared by the FDOT Construction Office to be "minor" or "non-structural". The Specialty Engineer may be an employee or officer of Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator, or an independent consultant.
 - b. For items of work not specifically covered by Rule 14-75, F.A.C., a Specialty Engineer is qualified if he has the following qualifications:
 - 1) Registration as a Professional Engineer in the State of Florida.
 - 2) The education and experience necessary to perform the submitted design as required by the Florida Board of Professional Engineers.
43. Specifications. The directions, provisions, and requirements contained herein, together with all stipulations contained in the Contract Documents, setting out or relating to the method and manner of performing the work, or to the quantities and qualities of materials and labor to be furnished under the Contract.
44. State. State of Florida.
45. Structure. Any waterworks, drainage works, sewage works, river works, earthworks or constructions of any kind, including those of earth or rock, permanent or temporary, and including bridges, dam, wall, caisson, mast, tower, pylon, underground tank, earth retaining elements or assembly of elements, formwork, falsework, scaffold, fences, poles, buildings, pavings, inlets, levees, tide gates, spillways, drop structures, any structure similar to the foregoing, and any other form of building, construction, arrangement of parts, elements, or materials found in structures.
46. Subarticle. A prime subdivision of an Article of these Specifications.
47. Subgrade. The portion of the roadbed immediately below the base course or pavement, including below the curb and gutter, valley gutter, shoulder and driveway pavement. The subgrade limits ordinarily include those portions of the roadbed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section extends to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement, or curb and gutter.
48. Substantial Completion. The time and date at which the Work has progressed to the point where, in the opinion of Engineer, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be occupied and/or utilized for the purposes for which it is intended. Substantial Completion must occur before the Project is issued a Certificate of Occupancy (or Completion, if applicable) by the Department that allows the County to utilize the entire Project for the purposes for which it is intended. Substantial completion on roadway projects includes completion and operation of traffic signals, street lighting and completion of landscape items.
49. Substructure. All of that part of a bridge structure below the bridge seats, including the parapets, backwalls, and wingwalls of abutments.
50. Superintendent. Contractor's authorized representative in responsible charge of the work.

51. Superstructure. The entire bridge structure above the substructure, including anchorage and anchor bolts, but excluding the parapets, backwalls, and wingwalls of abutments.
52. Surety. The corporate body that is bound by the Contract Bond with and for Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.
53. Temporary Works. Any temporary construction work necessary for the construction of the permanent works. This includes but is not limited to bracing, falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, and special erection equipment.
54. Traveled Way. The portion of the roadway providing for the movement of vehicles, exclusive of shoulders and auxiliary lanes.
55. Traffic Control Signals and Devices. Any signal or device, manually, electrically or mechanically operated, by which traffic is alternately directed to stop and permitted to proceed or controlled in any manner. Traffic control signals and devices regulate, warn, or guide traffic on, over or adjacent to a street, highway, pedestrian facility, or bikeway by authority of a public agency having jurisdiction. Traffic control signals and devices include, but are not limited to, controller assemblies (controller cabinets and their contents); signal heads including their hanging or mounting devices; vehicle detection systems (loops, sealant, amplifier, lead-in wire, or cable); pedestrian detection systems (push button, push button housing, lead-in wires, and signal); motorist information systems, video equipment, network devices, dynamic message signs, highway advisory radios, cameras, vehicle detection systems, and other equipment used within a traffic control system.
56. Underground Facilities. All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
57. Work. All labor, materials and incidentals required to execute and complete the requirements of the Contract including superintendence, use of equipment and tools, and all services and responsibilities prescribed or implied.
58. Working Day. Any calendar day on which Contractor works or is expected to work in accordance with the approved work progress schedule.

1.02 WORK COVERED BY THE CONTRACT DOCUMENTS

A. Intent of Contract and Contract Documents

1. The intent of the Contract and Contract Documents is to describe a functionally complete project (or part

thereof) to be constructed, and to provide for the construction and completion in every detail of the Work described therein.

2. The intent of the Contract is for Contractor to provide, at no additional cost to the County, all labor, documentation, services, materials, equipment, tools, transportation, and supplies that are:
 - a. Necessary to complete the Work in accordance with the Contract Documents.
 - b. Reasonably inferred and incidental to the Work, whether or not specifically called for by the Contract Documents.

B. Alteration of Plans or of Character of Work

1. Engineer reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Engineer. The term "significant change" applies only when the Engineer determines that the character of the work, as altered, differs materially from that involved or included in the original proposed construction.
2. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Work.
3. The Department may require work that is not covered by a price in the Contract if the Department determines that such work does not constitute a significant change and is essential to the satisfactory completion of the Contract within its intended scope. If an adjustment in price is warranted, Engineer will determine the basis of payment for such an adjustment in a fair and equitable amount and authorize the adjustment through an executed Negotiated Acceptance Memorandum (NAM) provided by the Department.
4. In the instance of an alleged significant change, Engineer will review all pertinent information provided by Contractor to determine the validity of the allegation. The determination by Engineer shall be conclusive and shall not be subject to challenge by Contractor in any forum, except upon Contractor establishing by clear and convincing proof that the determination by Engineer was without any reasonable and good-faith basis.

C. Connections to Existing Pavement, Drives and Walks

1. Adhere to the limits of construction at the beginning and end of the Project as detailed in the Contract Documents. However, if Engineer determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, Engineer will authorize such a change.

2. For necessary connections to existing pavement, walks and drives that are not indicated on the Plans, Engineer will provide direction regarding the proper connections in accordance with the applicable Standards.

D. Differing Site Conditions

1. During the progress of the Work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract Documents, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party (County or Contractor) discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before Contractor disturbs the conditions or performs the affected work.
2. Upon receipt of written notification of differing site conditions from Contractor, Engineer will investigate the conditions. If Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. Engineer will notify Contractor whether or not an adjustment of the Contract is warranted.
3. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to the County with respect to Contract Price and Contract Times by the submission of a Bid; or
 - b. The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making a Bid; or
 - c. Contractor failed to give the written notice as required by this Article.
4. Engineer will not allow a Contract adjustment for a differing site condition unless Contractor has provided the required written notice.
5. Engineer will not allow a Contract adjustment under this clause for any effects caused to any other Department or non-Department projects on which Contractor may be working.

E. Underground Facilities.

1. It is generally recognized, and Contractor should anticipate that information provided by utility owners during project design, frequently fails to disclose all

Underground Facilities. The fact that more utility lines or other Underground Facilities are located in the Project Site than shown on the Project Plans does not constitute an unforeseen or differing Site Condition and such undisclosed Underground Facilities do not differ materially from the conditions which Contractor should expect.

2. Any information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to the County design engineer by the owners of such Underground Utilities. Additional utilities may exist which are not shown in the Contract Documents. Unless it is otherwise expressly stated in the Special Provisions, the County is not responsible for the accuracy or completeness of any such information or data provided
3. Contractor is responsible for field verification and location of all Underground Facilities prior to the start of construction. No field work shall be allowed to start until Contractor has notified Sunshine State One-Call of Florida, Inc. and all affected utilities have been located. In addition, Contractor, without any additional compensation, must expose and physically locate all potentially conflicting Underground Facilities prior to construction and is fully responsible for:
 - a. Reviewing and checking all Underground Facilities information and data;
 - b. Locating and verifying all Underground Facilities at or contiguous to the Site;
 - c. Coordination of the Work with the owners of such Underground Facilities, including the County, during construction; and
 - d. The safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
4. The actual locations of the Underground Facilities must be compared to locations shown on the Plans and any required changes in alignment and grade must be made at the time of construction in consultation with Engineer.
5. If an Underground Utilities is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents:
 - a. Identify the owner of such Underground Facilities and give written notice to that owner and to Engineer promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
 - b. Engineer will promptly review the Underground Facilities and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. If

Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of the Work, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. Engineer will notify Contractor whether or not an adjustment of the Contract is warranted.

F. Contractor Proposed Changes Affecting Utilities

1. Contractor is responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by Contractor, and Contractor must, at the time of making the request for a change, notify the Department in writing of any such potential impacts to utilities.
2. Department approval of a Contractor proposed change does not relieve Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, design plans (including traffic control plans) or other Contract Documents and which effect a change in utility work different from that shown in the utility plans, joint project agreements or utility relocation schedules.

G. Rights in and Use of Materials Found on the Site of the Work

1. Ownership and Disposal of Existing Materials: Unless otherwise directed by Engineer or elsewhere in the Contract Documents, take ownership and dispose of all materials that are not designated as the property of other parties, in both roadway and structures, found on the right-of-way, and all material in structures designated for removal. Such materials do not include earth or other excavated material required for the construction of the Project. During construction, Contractor may use materials from existing structures that are required to be removed and that are designated to remain the property of the Department. Do not cut or otherwise damage such material during removal unless Engineer gives permission to do so. Store material in an accessible location as Engineer directs. The Department is not responsible for the quality or quantity of any material salvaged.
2. Ornamental Trees and Shrubs: Take ownership of all ornamental trees or shrubs existing in the right-of-way that are required to be removed for the construction operations and which are not specifically designated on the Plans to be reset, relocated, or to be removed by others prior to the construction operations.

H. Restoration of Property

1. Take preconstruction videos/pictures of the entire work zone and adjacent areas.
2. Public or private property damaged during construction or removed for convenience of the Work

must be repaired or replaced at Contractor's expense in a manner acceptable to Engineer, prior to final acceptance of the Work or sooner if otherwise required by the Contract Documents or Engineer. This includes, but is, not limited to signalization equipment and miscellaneous hardware removed from the construction site, signs, driveways, landscaping, sidewalk, walkways, walls, fences, footings, underground utilities, etc.

3. Contractor must comply with the requirements of Miami-Dade County Code Section 2-103.1 (b), CONSTRUCTION OF PUBLIC UTILITIES OR WORKS IN PUBLIC RIGHTS-OF-WAY

- a. "Whenever any person, corporation, partnership, association, County Department or other legal entity performs any construction or public work within an existing right-of-way located within unincorporated Miami-Dade County, or in right-of-ways of roads or streets located within municipalities that are maintained by the County, the right-of-way, including sidewalks, curbs and gutters, landscaping and must be restored to their legally permissible preexisting condition, including any aesthetic enhancements thereto and any adjacent private property damaged during construction, within thirty (30) days of completion of the construction or public work in that right of way or within thirty (30) days of damage to the affected property or area, whichever occurs first. Prior to the time such construction work begins, the contractor, by posting the construction site, shall inform the local community of the requirement to restore the right-of-way as well as any affected adjacent private property and the fines that could be imposed for each failure to do so. All work to be done pursuant to this Section shall be performed in compliance with the Public Works Manual. Any entity failing to restore the right-of-way to its preexisting condition or better within the time permitted shall be subject to a civil fine of five hundred dollars (\$500.00) per violation per day until such time as the right-of-way is restored, as well as five hundred dollars (\$500.00) per day for each affected adjacent private property until it is restored." Contractor may obtain a complete copy of the Ordinance from the Clerk of the Board.
- b. Post the construction site pursuant to Miami-Dade County Code Section 2-103 (b). The Public Notice to be posted is to read as follows:

**PUBLIC NOTICE
ORDINANCE NO. 03-89**

Contractor shall restore the right-of-way as well as any affected adjacent private property within 30 days of completion of construction or damage to the affected property or area, whichever occurs first.

Any entity failing to restore the right-of-way to its pre-existing condition or better within the time promoted shall be subject to a civil fine of \$500 per violation per day.

4. Survey monuments.

- a. Upon completion of construction activities and prior to the expiration of the Contract:
 - 1) Coordinate the replacement of any monument(s) disturbed or destroyed.
 - 2) Submit to Engineer for review and approval, a survey report that includes all monuments replaced and all monuments impacted as a result of construction activities.
- b. The replacement of monuments and the preparation of the survey report must be by a licensed Florida Surveyor and Mapper and meet all applicable State Rules, Statutes, and requirements of the Department. All costs required for compliance with these requirements will be included among the Contract pay items.

5. Failure to Restore Damaged Property:

- a. In case of failure on the part of Contractor to restore such property, bridge, road or street, or to make good such damage or injury, Engineer may, upon 48 hours notice, proceed to repair, rebuild, or otherwise restore such property, road, or street as may be deemed necessary, and the Department will deduct the cost thereof from any monies due or which may become due Contractor under the Contract. Nothing in this clause prevents the Contractor from receiving proper compensation for the removal, damage, or replacement of any public or private property, not shown on the plans, that is made necessary by alteration of grade or alignment. Engineer will authorize such work, provided that Contractor, or his employees or agents, have not, through their own fault, damaged such property.

6. Work Site Clean-Up:

- a. Debris and trash shall be removed from the site daily. Mow turf or vegetation within the project limits in accordance with Article 107 of the Construction Specifications.
- b. Upon completion of all work specified herein at each work site and before acceptance and

payment is made, Contractor shall remove from each work site all machinery, equipment, surplus and discarded materials, rubbish and temporary structures. Material cleared from site and deposited on adjacent property will not be considered as having been disposed of satisfactorily.

I. Final Cleaning Up of Right-of-Way

1. Upon completion of the Work, and before the Department accepts the Work and makes final payment, remove from the right-of-way and adjacent property all falsework, equipment, surplus and discarded materials, rubbish and temporary structures; restore in an acceptable manner all property, both public and private, that has been damaged during the prosecution of the work; and leave the waterways unobstructed and the roadway in a neat and presentable condition throughout the entire length of the work under Contract. Clean all areas impacted by the Work and remove sedimentation in drainage structures caused by the construction activities.
2. Do not dispose of materials of any character, rubbish or equipment, on abutting property, with or without the consent of the property owners. Engineer will allow Contractor to temporarily store equipment, surplus materials, usable forms, etc., on a well-kept site owned or leased by Contractor, adjacent to the Project. However, do not place or store discarded equipment, materials, or rubbish on such a site.
3. Shape, dress and restore areas adjacent to the Project right-of-way that were used as plant sites, materials storage areas or equipment yards when they are no longer needed for such purposes.

1.03 CONTROLLING WORK

A. Plans

1. Contract Documents: Have one complete copy of the Contract Documents available on the worksite at all times.
2. Department's Plans: Unless otherwise labeled, all Items shown on the Plans are considered to be part of the Work, and must be incorporated into the Work and included in the established prices.
3. Alterations in Plans: The Department will issue, in writing, all authorized alterations affecting the requirements and information given on the approved plans.

B. Typical Details and/or Sketches

1. Typical details and/or sketches regarding the proposed work may be provided in addition to the standard details that are available in the Miami-Dade County Public Works Manual and the latest edition of the Florida Department of Transportation's Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System.

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

C. Or-Equals and Substitutes

1. Except where specifically provided, whenever material or equipment is specified or described in the Contract Documents by proprietary name or as being available from a particular supplier, the intent is to establish the type, function, appearance, and quality required. A written request to Engineer to authorize an "or-equal" or "substitute" material or equipment may be submitted as described below unless the item specified or described contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted.

a. Or-Equal Material or Equipment:

- 1) Material or equipment proposed by Contractor may be considered by Engineer as an "or equal" item if in Engineer's sole discretion the item proposed is functionally equal and sufficiently similar to that specified or described in the Contract Documents and that no change in related Work will be required.
- 2) Contractor has the burden of proving at Contractor's own cost and expense, to the satisfaction of Engineer, that the proposed item is equal to the named item. If Contractor fails to comply with the provisions of this Article, or if Engineer determines that the proposed item is not equal to that named, Contractor must supply the product named.
- 3) For the purposes of this Article and at Engineer's sole discretion, a proposed item of material or equipment will be considered functionally equal to the item specified or described in the Contract Documents if:
 - a) In the exercise of reasonable judgment Engineer determines that the proposed item 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 concept of the completed Project as a functioning whole; has a proven record of performance and availability of responsive service; and
 - b) Contractor certifies that, if approved and incorporated into the Work, there will be no increase in cost to the County or increase in Contract Times, and the proposed item will conform substantially

to the detailed requirements of the item named in the Contract Documents.

b. Substitute Material or Equipment:

- 1) If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, it may be proposed for consideration as a substitute item by Contractor submitting sufficient information as stipulated below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to and an acceptable substitute for that named. Requirements pertaining to a proposed substitute item request for review by Engineer will be as set forth in this Article, as supplemented in the Contract Documents, and as Engineer may decide are appropriate under the circumstances.
- 2) Contractor must make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application shall:
 - a) Certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified;
 - b) State the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time; whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents to adapt the design to the proposed substitute item; and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - c) Identify all variations of the proposed substitute item from that specified, and available engineering, sales, maintenance, repair, and replacement services;
 - d) Contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
2. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. For Engineer approval, submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be as set

forth in this Article, as supplemented in the Contract Documents, and as Engineer may decide are appropriate under the circumstances.

3. **Engineer's Evaluation:** Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to this Article and will be the sole judge of acceptability. Engineer may require Contractor to furnish additional data about the proposed substitute item. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by receipt from Engineer of either a written approval or Change order where required for a substitute; or an approved Shop Drawing or written approval for an "or equal." Engineer will advise Contractor in writing of any negative determination. Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense. County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute item.
4. **Engineer's Cost Reimbursement:** Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to this Article whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse the County for the costs for evaluating each such proposed substitute. Contractor shall also reimburse the County for the costs of making changes in the Contract Documents from the acceptance of each proposed substitute.

D. Right Of Way Verification

1. All Work and improvements shall be performed, constructed and installed within the limits of the existing Right-of-Way pursuant to the Contract Documents.
2. Obtain all necessary documentation for verifying rights-of-way and property lines.
3. Retain a Florida Registered Surveyor and Mapper to obtain right-of-way and property lines by examining available rights-of-way maps, plats, occupation, legal descriptions or other legal documents or means. The Surveyor will layout the required alignments and grades and be responsible for their accuracy.
4. All field notes on this Project must be kept in a dedicated field book. Submit all field books to Engineer once the Project is completed or prior to completion when a field book gets filled.
5. All costs for complying with these requirements are included under the several scheduled items of the overall Contract. Therefore, no separate payment will be made for this work.

E. Shop Drawings

1. **Shop Drawings:**
 - a. **General.** Prepare and submit whatever detailed working drawings necessary to fabricate, erect, and construct all parts of the

Work in conformity with the Plans and Specifications. Shop drawings shall be submitted to Engineer; two sets will be returned to Contractor approved or showing the changes or corrections required; if changes or corrections are required, four revised copies shall be resubmitted until they are approved. Payment for shop drawings and required documents, revisions thereof, and for all copies furnished, shall be included in the various items of work bid. Contractor should allow a minimum of 14 days for the County's approval of shop drawings. County is not responsible for errors or minor discrepancies of Contractor's drawings, even though approved.

- b. **Work Items Requiring Shop Drawings:** In general, the Department requires shop drawings for items of work not fully detailed in the plans which require additional drawings and coordination prior to constructing the item, including but not limited to:
 - 1) Bridge components not fully detailed in the plans
 - 2) Retaining Wall Systems
 - 3) Precast Box Culverts
 - 4) Non-standard lighting, signalization and signing structures and components
 - 5) Building structures
 - 6) Drainage structures, attenuators, and other nonstructural items
 - 7) Design and structural details furnished by Contractor in compliance with the Contract
 - 8) Temporary Works affecting public safety.
- c. **Schedule of Submittals:** Prepare and submit a schedule of submittals that identifies the work for which shop drawings apply. For each planned submittal, define the type, and approximate number of drawings or other documents that are included and the planned submittal date, considering the processing requirements herein. Submit the schedule of submittals to Engineer at the preconstruction conference, and prior to the submission of any shop drawings. Coordinate subsequent submittals with construction schedules to allow sufficient time for review, approval, and re-submittal as necessary.
- d. **Style, Numbering, and Material of Submittals:**
 - 1) **Drawings:** Furnish four clearly legible copies of all shop drawings that are necessary to complete the structure in compliance with the design shown on the Plans. Prepare all shop drawings using the same units of measure as those used in the Plans. Use sheets no larger than 11 by 17 inches unless otherwise required by Engineer. Consecutively number each sheet in the submittal series, and indicate the total number in the series (i.e., 1

of 12, 2 of 12, . . . , 12 of 12). Include on each sheet the following items as a minimum requirement: the Project Number, Bridge Number(s), drawing title and number, a title block showing the names of the fabricator or producer and Contractor for which the work is being done, the initials of the person(s) responsible for the drawing, the date on which the drawing was prepared, the location of the item(s) within the Project, Contractor's approval stamp with date and initials, and, when applicable, the documents shall be signed and sealed by the Specialty Engineer or Contractor's Engineer of Record, as appropriate. A re-submittal will be requested when any of the required information is not included.

- 2) Other Documents: Provide four sets of original documents or clearly legible copies of documents other than drawings, such as trade literature, catalogue information, calculations, and manuals. Provide sheets no larger than 11 by 17 inches unless otherwise required by Engineer. Clearly label and number each sheet in the submittal to indicate the total number of sheets in the series (i.e., 1 of 12, 2 of 12, . . . , 12 of 12). Additional sets of documentation may be required by Engineer for review of precast prestressed and structural steel components.
- 3) Prepare all documents using the same units of measure as those used in the Contract Documents. Bind and submit all documents with a Table of Contents cover sheet. List on the cover sheet the total number of pages and appendices, and include the Project Number, a title referencing the submittal item(s), the name of the firm and person(s) responsible for the preparation of the document, Contractor's approval stamp with date and initials, and, when applicable, the documents shall be signed and sealed by the Specialty Engineer or Contractor's Engineer of Record, as appropriate.
- 4) Submit appropriately prepared and checked calculations and manuals that clearly outline the design criteria. Include on the internal sheets the Project Number and the initials of the person(s) responsible for preparing and checking the document.
- 5) Clearly label trade literature and catalogue information on the front cover with the title, Project Number, date and name of the firm and person(s) responsible for that document.

e. Submittal Paths and Copies:

- 1) General: Submit shop drawings to Engineer or Engineer's duly authorized representative. At the preconstruction conference, the Department will notify Contractor of any changes in the submittal path and whether the Department's or the Consultant's review stamp will signify an officially reviewed shop

drawing. When the Engineer of Record is a consultant hired by the Department, submit shop drawings to the consultant with a copy to Engineer. For work requiring other documentation (e.g., catalog data, procedure manuals, fabrication/welding procedures, and maintenance and operating manuals), submit the required number of copies with the prints. If not shown on the plans, the Department will furnish the mailing address of the Consulting Engineer of Record. Provide copies of material certifications and material tests to Engineer.

- 2) Contractor-Originated Design: Submit shop drawings and applicable calculations to the Engineer of Record for review. Ensure that each sheet of the shop drawings and the cover sheet of the calculations are signed and sealed by the Specialty Engineer or Contractor's Engineer of Record. Transmit the submittal and copies of the transmittal letters in accordance with the submittal requirements stipulated herein.
- 3) Temporary Works: For Construction Affecting Public Safety, submit to the Engineer of Record shop drawings and the applicable calculations for the design of special erection equipment, bracing, falsework, scaffolding, etc. Ensure that each sheet of the shop drawings and the cover sheet of the applicable calculations is signed and sealed by the Specialty Engineer. Transmit the submittal and copies of the transmittal letters in accordance with the submittal requirements stipulated herein.
- 4) Formwork and Scaffolding: Contractor is solely responsible for the safe installation and use of all formwork and scaffolding. The Department does not require any formwork or scaffolding submittals unless such work would be classified as Construction Affecting Public Safety or called for by the Contract Documents.
- 5) Beam and Girder Temporary Bracing: Contractor is solely responsible for ensuring stability of beams and girders during all handling, storage, shipping and erection. Adequately brace beams and girders to resist wind, weight of forms and other temporary loads, especially those eccentric to the vertical axis of the products, considering actual beam geometry and support conditions during all stages of erection and deck construction. Develop the required designs following the AASHTO Guide Design Specifications for Bridge Temporary Works and Construction Handbook for Bridge Temporary Works and the Contract Documents.
- 6) For Construction Affecting Public Safety, submit signed and sealed calculations for stability for all beams and girders.

- 7) Erection Plan: Submit, for Engineer's review, an Erection Plan that meets the specific requirements of FDOT Sections 450, 452 and 460 and this section. Refer to FDOT Design Standards Index 600 for construction activities not permitted over traffic.
 - 8) Other Miscellaneous Design and Structural Details Furnished by Contractor in Compliance with the Contract: Submit to Engineer any shop drawings and applicable calculations. Ensure that each sheet of the shop drawings and the cover sheet of the applicable calculations is signed and sealed by the Specialty Engineer. Transmit the submittal and copies of the transmittal letters in accordance with the submittal requirements stipulated herein.
- f. Processing of Shop Drawings:
- 1) Contractor Responsibility for Accuracy and Coordination of Shop Drawings:
 - a) Coordinate, schedule, and control all submittals, with a regard for the required priority, including those of the various subcontractors, suppliers, and engineers, to provide for an orderly and balanced distribution of the work.
 - b) Submit shop drawings to facilitate expeditious review. Contractor is discouraged from transmitting voluminous submittals of shop drawings at one time. For submittals transmitted in this manner, allow for the additional review time that may result.
 - c) Only shop drawings distributed that have been approved by the Department are valid. Any work that Contractor performs in advance of approval will be at Contractor's risk.
 - 2) Scope of Review by Engineer: The Engineer of Record's review of the shop drawings is for conformity to the requirements of the Contract Documents and to the intent of the design. The Engineer of Record's review of shop drawings which include means, methods, techniques, sequences, and construction procedures are limited to the effects on the permanent works. The Engineer of Record's review of submittals which include means, methods, techniques, sequences, and construction procedures does not include an in-depth check for the ability to perform the work in a safe or efficient manner. Review by the Engineer of Record does not relieve Contractor of responsibility for dimensional accuracy to ensure field fit and for conformity of the various components and details.
 - 3) Special Review by Engineer of Shop Drawings for Construction Affecting Public Safety: For Construction Affecting Public Safety, the Engineer of Record, or other Engineer as the Department appoints for this

purpose, will make an independent review of all relevant shop drawings and similar documents. Do not proceed with construction of the permanent works until receiving the Engineer of Record's approval. The review of these shop drawings is for overall structural adequacy of the item to support the imposed loads and does not include a check for economy, efficiency or ease of construction.

- g. Other Requirements for Shop Drawings for Bridges:
- 1) Shop Drawings for Structural Steel and Miscellaneous Metals: Furnish shop drawings for structural steel and miscellaneous metals. Shop drawings shall consist of working, shop, and erection drawings, welding procedures, and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.
 - 2) Shop Drawings for Concrete Structures: Furnish shop drawings for concrete components that are not cast-in-place and are not otherwise exempted from submittal requirements. Also, furnish shop drawings for all details that are required for the effective prosecution of the concrete work and are not included in the Contract Documents such as: special erection equipment, masonry layout diagrams, and diagrams for bending reinforcing steel, in addition to any details required for concrete components for the permanent work.
 - 3) Shop Drawings for Major and Unusual Structures: In addition to any other requirements, within 60 days from the Notice to Proceed, submit information to Engineer outlining the integration of the Major and Unusual Structure into the overall approach to the project. Where applicable to the project, include, but do not limit this information to:
 - a) The overall construction program for the duration of the Contract. Clearly show the Milestone dates.
 - b) The overall construction sequence. The order in which individual structures are to be built, the sequence in which individual spans of girders or cantilevers are erected, and the sequence in which spans are to be made continuous.
 - c) The general location of any physical obstacles to construction that might impose restraints or otherwise affect the construction, and an outline of how to deal with such obstacles while building the structure(s).
 - d) The approximate location of any special lifting equipment in relation to the structure, including clearances required for the operation of the equipment.

- e) The approximate location of any temporary falsework, and the conceptual outline of any special erection equipment. Provide the precise locations and details of attachments, fixing devices, loads, etc. in later detailed submittals.
- f) An outline of the handling, transportation, and storage of fabricated components, such as girders or concrete segments. Provide the precise details in later detailed submittals.
- g) Any other information pertinent to the proposed scheme or intended approach.
- h) Clearly and concisely present the above information on as few drawings as possible in order to provide an overall, integrated summary of the intended approach to the project. The Department will use these drawings for information, review planning, and to assess Contractor's approach in relation to the intent of the original design. The delivery to and receipt by Engineer does not constitute any Department acceptance or approval of the proposals shown thereon. Include the details of such proposals on subsequent detailed shop drawing submittals. Submit timely revisions and re-submittals for all variations from these overall scheme proposals.
- h. Cost of Shop Drawings: Include the cost of furnishing shop and working drawings in the Contract prices for the work requiring the shop and working drawings. The Department will not pay Contractor additional compensation for such drawings.

2. Certifications:

- a. Special Erection Equipment: Prior to its use, ensure that the Specialty Engineer personally inspects the special erection equipment and certifies to Engineer in writing that the equipment has been fabricated in accordance with the submitted drawings and calculations. In addition, after assembly, ensure that the Specialty Engineer observes the equipment in use and certifies to Engineer in writing that it is being used as intended and in accordance with the submitted drawings and calculations. In each case, ensure that the Specialty Engineer also signs and seals the letter of certification.
- b. Falsework and Shoring Requiring Shop Drawings: After its erection or installation but prior to the application of any superimposed load, ensure that the Specialty Engineer personally inspects the falsework and certifies to Engineer in writing that the falsework has been constructed in accordance with the materials and details shown on the submitted drawings and calculations. Ensure that the Specialty

Engineer also signs and seals the letter of certification.

- c. Temporary Formwork: For Construction Affecting Public Safety and for Major and Unusual Structures, prior to the placement of any concrete, ensure that the Specialty Engineer inspects the formwork and certifies to Engineer in writing that the formwork has been constructed to safely withstand the superimposed loads to which it will be subjected. Ensure that the Specialty Engineer signs and seals the letter of certification.
- d. Erection: For Construction Affecting Public Safety, submit an erection plan signed and sealed by the Specialty Engineer to Engineer at least four (4) weeks prior to erection commencing. Include as part of this submittal signed and sealed calculations and details for any falsework, bracing or other connection(s) supporting the structural elements shown in the erection plan.
- e. At least two (2) weeks prior to beginning erection, conduct a Preerection meeting with the Specialty Engineer and Engineer to review details of the plan.
- f. After erection of the elements but prior to opening of the roadway below the structure, ensure that a Specialty Engineer has personally inspected the erected member(s) and certified to Engineer that the structure has been erected in accordance with the signed and sealed erection plan.
- g. Perform daily inspections of the erected structural systems. For structures without temporary supports but with temporary girder bracing systems, perform inspections until all the diaphragms and cross frames are in place. For structures with temporary supports, perform inspections until the temporary supports are no longer needed as indicated in the erection plans. Provide written documentation of the inspections to Engineer within 24 hours of the inspection.

3. Corrections for Construction Errors:

- a. For work that Contractor constructs incorrectly or does not meet the requirements of the Contract Documents, Contractor has the prerogative to submit an acceptance proposal to Engineer for review and disposition. The acceptance proposal shall describe the error or defect and either describe remedial action for its correction or propose a method for its acceptance. In either case, the acceptance proposal shall address structural integrity, aesthetics, maintainability, and the effect on Contract Time. The Department will judge any such proposal for its effect on these criteria and also for its effect on Contract Administration.
- b. When Engineer judges that a proposal infringes on the structural integrity or maintainability of the structure, Contractor's

Engineer of Record will perform a technical assessment and submit it to Engineer for approval.

- c. Do not take any corrective action without Engineer's approval. Carry out all approved corrective construction measures at no expense to the County.
- d. Notwithstanding any disposition of the compensation aspects of the defective work, Engineer's decision on the technical merits of a proposal is final.

F. Coordination of Contract Documents

1. These Specifications, the Plans, Special Provisions, and all supplementary documents are integral parts of the Contract; a requirement occurring in one is as binding as though occurring in all.
2. All parts of the Contract Documents are complementary and describe and provide for a complete work. In addition to the work and materials specified in the Specifications as being included in any specific pay item, include in such pay items additional, incidental work, not specifically mentioned, when so shown in the plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the work under such pay item and not stipulated as being covered under other pay items.
3. Promptly notify Engineer in writing of any conflict, error, ambiguity, omission or discrepancy which Contractor may discover within the Contract Documents and obtain a written interpretation or clarification from Engineer before proceeding with any work affected thereby. The higher quality, greater quantity, more specific or restrictive, or more expensive requirement necessary and applicable to the completed Project, based on Engineer's interpretation, will take precedence. Engineer's written decision on the issue will be final and binding.

G. Conformity of Work with Contract Documents

1. Perform all work and furnish all materials in conformity with the lines, grades, cross-sections, dimensions, and material requirements, including tolerances, as specified in the Contract Documents.
2. In the event that Engineer finds that Contractor has used material or produced a finished product that is not in conformity with the Contract Documents, but that Contractor has produced reasonably acceptable work, Engineer will determine if the Department will accept the work. In this event, Engineer will document the basis of acceptance by Contract modification, which provides for an appropriate reduction in the Contract price for such work or materials included in the accepted work as deemed necessary to conform to the determination based on engineering judgment.
3. In the event that Engineer finds that Contractor has used material or produced a finished product that is not in conformity with the Contract Documents, and that Contractor has produced an inferior or unsatisfactory product, Contractor shall remove and

replace or otherwise correct the work or materials at no expense to the County.

4. For base and surface courses, the Department will allow the finished grade to vary as much as 0.1 foot from the grade shown in the plans, provided that Contractor's work meets all templates and straightedge requirements and contains suitable transitions.

H. Errors or Omissions in Contract Documents

1. Do not take advantage of any apparent error or omission discovered in the Contract Documents, but immediately notify Engineer of such discovery. Engineer will then make such corrections and interpretations as necessary to reflect the actual spirit and intent of the Contract Documents.

I. Authority of Engineer

1. Perform all work to the satisfaction of Engineer. Engineer will decide all questions, difficulties, and disputes, of whatever nature, that may arise relative to the interpretation of the Plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.

J. Authority and Duties of Engineer's Assistants

1. Engineer's assistants and representatives are authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the manufacture, preparation, or fabrication of the materials to be used. Such assistants and representatives are not authorized to revoke, alter, or waive any requirement of these Specifications. Rather, they are authorized to call to the attention of Contractor any failure of the work or materials to meet the Contract Documents, and have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by Engineer.
2. Engineer will immediately notify Contractor in writing of any such suspension of the work, stating in detail the reasons for the suspension. The presence of the inspector or other assistant in no way lessens the responsibility of Contractor.

K. Engineering and Layout

1. Control Points Furnished by the Department:
 - a. Engineer will provide centerline control points (Begin Project, End Project, PIs, PTs, etc.) and bench marks at appropriate intervals along the line of the project to facilitate the proper layout of the work. Normally, Engineer will furnish only one bench mark for water crossings. Preserve all reference points and bench marks that the Department furnishes.

- b. As an exception to the above, for projects where the plans do not show a centerline or other survey control line for construction of the work (e.g. resurfacing, safety modifications, etc.) Engineer will provide only points marking the beginning and ending of the project, and all exceptions.
2. Furnishing of Stake Materials: Furnish all stakes, templates, and other materials necessary for establishing and maintaining the lines and grades necessary for control and construction of the Work.
3. Layout of Work:
 - a. Utilizing the control points furnished by the Department, establish all horizontal and vertical controls necessary to construct the work in conformity to the Contract Documents. Perform all calculations required, and set all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction of all roadway, bridge, and miscellaneous items.
 - b. When performing utility construction as part of the project, establish all horizontal and vertical controls necessary to carry out such work.
4. Specific Staking Requirements:
 - a. When performing new base construction as part of the Project, set stakes to establish lines and grades for subgrade, base, curb, and related items at intervals along the line of the work no greater than 50 feet on tangents and 25 feet on curves. Set grade stakes at locations that Engineer directs to facilitate checking of subgrade, base, and pavement elevations in crossovers, intersections, and irregular shaped areas.
 - b. For bridge construction stakes and other control, set references at sufficiently frequent intervals to ensure construction of all components of a structure in accordance with the lines and grades shown in the plans.
 - c. For projects where the plans do not show a centerline or other survey control line for construction of the work (resurfacing, safety modifications, etc.), provide only such stakes as necessary for horizontal and vertical control of work items.
 - d. For resurfacing and resurfacing-widening type projects, establish horizontal controls adequate to ensure that the asphalt mix added matches with the existing pavement. In tangent sections, set horizontal control points at 100 foot intervals by an instrument survey. In curve sections, set horizontal control points at 25 foot intervals by locating and referencing the centerline of the existing pavement.
 - e. Establish by an instrument survey, and mark on the surface of the finished pavement at 25 foot intervals, the points necessary for striping of the finished roadway. As an exception, for resurfacing and resurfacing/widening projects, establish these points in the same manner as used for horizontal control of paving operations. Mark the pavement with white paint. If performing striping, Engineer may approve an alternate method for layout of striping provided that Contractor achieves an alignment equal to or better than the alignment that would be achieved using an instrument survey.
5. Personnel, Equipment, and Record Requirements:
 - a. For projects that include temporary or permanent striping of "no passing zones", provide the location and length of these zones as shown in the plans, except projects where the vertical or horizontal alignment is new or altered from preconstruction alignment. For projects that consist of new or altered vertical or horizontal alignment, the Department will provide the location and length of the "no passing zones" during construction. For these projects, notify Engineer not less than 21 calendar days prior to beginning striping.
 - b. For all projects, set a station identification stake at each right-of-way line at 100 foot intervals and at all locations where a change in right-of-way width occurs. Mark each of these stakes with painted numerals, of a size readable from the roadway, corresponding to the project station at which it is located. As an exception to the above, for projects where plans do not show right-of-way lines, set station identification stakes at locations and intervals appropriate to the type of work being done. For resurfacing and resurfacing/widening projects, set station identification stakes at 200 foot intervals.
6. Payment: Include the cost of performing layout work as described above in the Contract unit prices for the various items of work that require layout.

L. Contractor's Supervision

1. Contractor's Superintendent:

- a. Maintain a competent superintendent at the Site at all times while work is in progress to act as Contractor's agent. The superintendent must:
 - 1) Be capable of properly interpreting the Contract Documents and thoroughly experienced in the type of work being performed.
 - 2) Have full authority to receive instructions from Engineer and to execute the orders or directions of the Engineer, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required.
 - 3) Speak and understand English.
- b. Maintain at least one other responsible person who speaks and understands English, on the Project during all working hours.
- c. Furnish sufficient superintendence and supervisory personnel commensurate to the amount and type of work being performed.

2. Supervision for Emergencies:

- a. Provide a responsible person, who speaks and understands English, and who is available at or reasonably near the worksite on a 24 hour basis, seven days a week. Designate this person as the point of contact for emergencies and in cases that require immediate action to maintain traffic or to resolve any other problem that might arise.
- b. Submit, by certified mail, the phone numbers and names of personnel designated to be contacted in cases of emergencies, along with a description of the project location, to the Miami-Dade Police and all other local law enforcement agencies.

M. General Inspection Requirements

1. Cooperation by Contractor:

- a. Notify Engineer daily where each of his crews will be working and what work will be done. This notification shall be given each weekday between 3:00 p.m. and 4:00 p.m. on the prior day.
- b. Do not perform work or furnish materials without obtaining inspection by Engineer or his representative. Furnish Engineer with every reasonable facility for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the Contract Documents.
- c. If Engineer so requests at any time before final acceptance of the work, remove or uncover such portions of the finished work as

directed. After examination, restore the uncovered portions of the work to the standard required by the Contract Documents. If Engineer determines that the work so exposed or examined is unacceptable, perform the uncovering or removal, and the replacing of the covering or making good of the parts removed, at no expense to the County. However, if Engineer determines that the work thus exposed or examined is acceptable, the County will pay for the uncovering or removing, and the replacing of the covering or making good of the parts removed in accordance with the terms of the Contract Documents.

2. Failure of Engineer to Reject Work During Construction: If, during or prior to construction operations, Engineer fails to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject in no way prevents the later rejection when such defect is discovered, or obligates the County to final acceptance. The County is not responsible for losses suffered due to any necessary removals or repairs of such defects.
3. Failure to Remove and Renew Defective Materials and Work: If Contractor fails or refuses to remove and renew any defective materials used or work performed, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of the Contract within the time indicated in writing, the Engineer has the authority to repair, remove, or renew the unacceptable or defective materials or work as necessary, all at Contractor's expense. The Department will obtain payment for any expense it incurs in making these repairs, removals, or renewals, that Contractor fails or refuses to make, by deducting such expenses from any moneys due or which may become due Contractor, or by charging such amounts against the Contract bond.
4. Inspection by State and/or Federal Government: When the State of Florida and/or the United States Government pays a portion of the cost of construction, their representatives may inspect the construction work as they deem necessary. However, such inspection(s) will in no way make the State or the Federal Government a party to the Contract.

N. Final Inspection

1. Maintenance until Acceptance: Maintain all Work until Engineer has given final acceptance in accordance with the requirements of the Contract Documents.
2. Inspection for Acceptance:
 - a. Upon notification that all Contract Work, or all Contract Work on the portion of the Contract scheduled for acceptance, has been completed, Engineer will make an inspection for acceptance. The inspection will be made within seven days of the notification. If Engineer finds that all work has been satisfactorily completed, the Department will

consider such inspection as the final inspection. If any or all of the Work is found to be unsatisfactory, Engineer will detail the remedial work required to achieve acceptance. Immediately perform such remedial work. Subsequent inspections will be made on the remedial work until Engineer accepts all Work.

- b. Upon satisfactory completion of the Work, the Department will provide written notice of acceptance, either partial or final, to Contractor.
 - c. Until final acceptance in accordance with the requirements of the Contract Documents, replace or repair any damage to the accepted Work.
3. Partial Acceptance: At Engineer's sole discretion, Engineer may accept any portion of the Work under the provisions stipulated above.
4. Conditional Acceptance: Engineer will not make, or consider requests for conditional acceptance of a project.
- O. Final Acceptance.
- a. When, upon completion of the final construction inspection of the entire Project, Engineer determines that Contractor has satisfactorily completed all the Work and furnished all documents required by the Contract Documents, Engineer will give Contractor written notice of final acceptance. Final Acceptance shall also denote the beginning of any warranty periods associated with the Project.

1.04 CONTROLLING MATERIALS

A. Acceptance Criteria

1. General:

- a. All materials and equipment, except for materials specifically called for on the Contract Documents to be provided by the County, are to be supplied by the Contractor who must, as required, obtain shop drawing approvals and order these items in a timely fashion so as not to cause any delays in the approved schedule.
- b. Acceptance of materials is based on the criteria provided herein and elsewhere in the Contract Documents. All requirements may not apply to all materials. Use only materials in the Work that meet the requirements of the Contract Documents. Engineer may inspect and test any material, at points of production, distribution and use.

2. Sampling and Testing:

- a. Use sample identification and tracking forms approved by Engineer to provide related information and attach the information to

each sample. Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to the County. Ensure that sufficient material is delivered to allow for proper sample collection, at no expense to the County.

b. Where required:

- 1) Pretest by Manufacturers: Submit certified manufacturer's test results to Engineer for qualification and use on the Project. Testing will be as specified in the Contract Documents. The Department may require submittal from manufacturers of samples of materials for independent verification purposes.
- 2) Point of Production Test: Test the material during production as specified in the Contract Documents.
- 3) Point of Distribution Test: Test the material at Distribution facilities as specified in the Contract Documents.
- 4) Point of Use Test: Test the material immediately following placement as specified in the Contract Documents. After delivery to the Project, the Department may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. The Department may reject all materials that, when retested, do not meet the requirements of the Contract Documents.

3. Certification:

- a. Manufacturer Material Certification: Submit material certifications for all materials to Engineer for approval when required by the Specifications. Materials will not be considered for payment when not accompanied by a material certification. Sample material certification forms are available on the FDOT's website at the following URL: <http://www.fdot.gov/materials/navigation/documents.shtm>
- b. Ensure that the material certification follows the format of the sample form, is submitted on the manufacturer's letterhead and is signed by a legally responsible person employed by the manufacturer.
- c. FDOT Approved Product List (APL): The Department will limit Contractor's use of products and materials that require use of APL items to those listed on the APL effective at the time of placement.
- d. Traffic Signals and Signs (TSS) Division's Qualified Products List (TSSQPL):

- 1) Only those traffic control equipment and materials listed in the DTPW Traffic Signals and Signs (TSS) Division's Qualified Products List (TSSQPL), or submitted to and approved in writing by the DTPW TSS for addition to the TSSQPL, are allowed to be installed within Miami-Dade County. Equipment or material used in the performance of the Work, without prior Departmental approval, must be replaced with Department approved equipment or material, at no cost to the County. The TSSQPL is available at <http://www.miamidade.gov/qpl/Home.aspx>
 - e. Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.
- B. Applicable Documented Authorities Other Than Specifications
1. General: Details on individual materials are identified in various material specific Sections of the Specifications that may refer to other documented authorities for requirements. When specified, meet the requirements as defined in such references.
 2. Test Methods: Methods of sampling and testing materials are in accordance with the Florida Methods (FM). If a Florida Method does not exist for a particular test, perform the testing in accordance with the method specified in the Specification. When test methods or other standards are referenced in the Specifications without identification of the specific time of issuance, use the most current issuance, including interims or addendums thereto, at the time of bid opening.
 3. Construction Aggregates:
 - a. Unless otherwise specified in the Contract Documents:
 - 1) All aggregate products and sources used in performance of the Work must be approved by FDOT pursuant to Rule 14-103, F.A.C. Aggregates and sources used must be identified in the FDOT "Approved Aggregate Products from Mines or Terminals" listings current at the time the aggregate is proposed for use on the Project.
 - 2) Each truck aggregate load ticket provided must include the DTPW Project Name and Number, name of the aggregate source, the FDOT Source Number, quantity, aggregate description and corresponding FDOT material code, producer ticket number, and statement "CERTIFIED FOR FDOT" or "CERT. FOR FDOT."
- C. Storage of Materials and Samples
1. Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed requirements concerning the storage of specific materials are prescribed under the applicable Specifications. The Department may reject improperly stored materials.
2. Use of Right-of-Way for Storage: Unless otherwise stated in the Contract Documents, no Project staging areas have been provided by the County. If Engineer allows, Contractor may use a portion of the right-of-way for temporary storage purposes and for temporarily placing Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to the County or as specified in the Contract Documents. Provide any additional space required at no expense to the County.
3. Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. The Department is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.
4. Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.
- D. Defective Materials
1. Materials not meeting the requirements of the Contract Documents will be considered defective. Engineer will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to the County.
 2. Do not use material that has been rejected and the defects corrected, until Engineer has approved the material's use. Upon failure to comply promptly with any order of Engineer made under these provisions, Engineer will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due to Contractor.
 3. As an exception to the above, Contractor may submit, upon approval of Engineer, an engineering and/or laboratory analysis to evaluate the effect of defective in-place materials. A Specialty Engineer, who is an independent consultant or Contractor's Engineer of Record as stated within each individual Section shall perform any such analysis. Engineer will determine the final disposition of the material after review of the information submitted by Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.
- E. Products and Source of Supply
1. Source of Supply—Convict Labor (Federal-Aid Contracts Only):
 - a. Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects

unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

- b. Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:
 - 1) Materials produced by convicts on parole, supervised release, or probation from a prison or,
 - 2) Materials produced in a qualified prison facility.
 - c. The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.
2. Buy American: Contractor must comply with the requirements of Miami Dade County Code, Section 2-8.2.6.1, Buy American Iron and Steel Products Procurement Program:
 - a. The Buy American legislation requires that iron and steel products utilized in certain Miami-Dade County public improvement projects be produced in the United States. This requirement shall not apply if:
 - 1) The project is federal funded.
 - 2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - 3) upon a written recommendation of the County Mayor approved by a majority vote of the Board members present, compliance with this requirement is not consistent with the best interests of the public.
 3. Source of Supply-Steel (Federal-Aid Contracts Only):
 - a. For Federal-aid Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and mixing and continuing through the final shaping and coating. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source

material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater.

- b. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that Contractor uses but does not incorporate into the finished work. Provide a certification from the manufactures of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, submit invoices to document the cost of such material, and obtain Engineer's written approval prior to incorporating the material into the project.

4. Contaminated Unfit, Hazardous, and Dangerous Materials:

- a. Do not use any material that, after approval and/or placement, has in any way become unfit for use.
- b. Do not use materials containing any substance that has been determined to be hazardous by the State of Florida Department of Environmental Protection or the U.S. Environmental Protection Agency (EPA). Provide workplaces free from serious recognized hazards and to comply with occupational safety and health standards, as determined by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA).

1.05 LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

A. Disaster Preparedness

1. General:

- a. During periods in which any portion of Miami-Dade County is designated by the National Oceanic and Atmospheric Administration's

National Hurricane Center as being under a Tropical Storm Watch or greater, Contractor shall perform all precautions as necessary to safeguard the Work and property, including the removal of all small equipment and materials from the site, securing all other equipment and materials to each other and to rigid construction, and any other safety measures as may be directed by Engineer.

2. Upon Notification of a Tropical Storm or Hurricane Watch:
 - a. Engineer will provide formal notification to Contractor to prepare and submit for approval a Plan of Action for the specific actions to be taken on their particular projects.
3. Upon Notification of a Tropical Storm or Hurricane Warning:
 - a. Engineer will provide formal notification to Contractor to implement the approved Plan of Action to protect the Project and the public.
 - b. For construction projects within the public right-of-way, Contractor will be notified by Engineer to suspend his construction operations. Contractor will backfill all open trenches, remove all construction equipment and materials from the right-of-way, remove unnecessary traffic barricades and signs, and secure remaining barricades by "half burial" or "double sand bags."
4. Storm or Disaster Services:
 - a. Contractor, by accepting the award of this Contract, recognizes and agrees that should a storm or other severe and catastrophic natural disaster affect the Miami-Dade-County area during the performance of the work, Contractor shall provide services contracted for during the contract period, at the Contract unit prices and at the same or different locations from those covered by this Contract.
 - b. For emergency services and conditions not addressed by this Contract, Contractor agrees to negotiate reasonable prices and terms with the County for any disaster-relief work required by the County. In all instances, Contractor agrees to negotiate reasonable time extensions for performance of disaster-relief work.

B. Laws to be Observed

1. General:

- a. Become familiar with and comply with all applicable Federal, State, County, and city laws, by-laws, ordinances, and regulations that control the action or operation of those engaged or employed in the Work or that affect materials used. Pay particular attention to the applicable safety regulations promulgated by the U.S. Department of

Labor, Occupational Safety and Health Administration (OSHA). In addition, comply with Chapter 403, F.S. (Florida Statutes), regarding control of air pollution. Direct special attention to that portion of Chapter 17-5, F.A.C. (Florida Administrative Code), pertaining to open burning in land clearing operations. Where work or structures included in the Contract are in "Navigable Waters of the U.S.," (reference 33 of the Code of Federal Regulations, Part 329); "Waters of the U.S.," (reference 33 of the Code of Federal Regulations, Parts 323 and 328); or "Waters of the State," (reference Part 4, Chapters 253 and 373 of the Florida Statutes and Section 62-340, F.A.C.); comply with the regulatory provisions of Section 404 of the Federal Clean Water Act of 1977; Sections 9 and 10 of the Federal River and Harbor Act of 1899; Chapter 161, F.S.; and any local authority having jurisdiction over such waters.

- b. Obtain certification from the Construction Industry Licensing Board as required by Part I, Chapter 489, F.S., regardless of exemptions allowed by Section 489.103, F.S., prior to removing underground pollutant storage tanks. Dispose of tanks and pollutants in accordance with the requirements and regulations of any Federal, State, or local, agency having jurisdiction.
- c. Prior to building construction or renovation, provide copies of current registrations or certifications issued by the Florida Construction Industry Licensing Board in accordance with Chapter 489, F.S. for the appropriate category of construction.
- d. Corporations must be registered with the State of Florida, Department of State, Division of Corporations, and hold a current State Corporate Charter Number in accordance with Chapter 607, F.S.
- e. Contractor or the authorized subcontractor applying any roofing material must be licensed or be an approved dealer and applicator of the proposed roofing material.
- f. Indemnify, defend, and save harmless the County and all of its officers, agents, and employees, in the amount of the Contract price, against all claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, order, or decrees; whether by himself or his employees.

2. Plant Quarantine Regulations: The U.S. Department of Agriculture and the Florida Department of Agriculture and Consumer Services have issued quarantine regulations pertaining to control of the nematodes of citrus, Rule 5B-44, Florida Administrative Code, and other plant pests. Contact the local (or other available) representatives of the Animal and Plant Health Inspection Service of the U.S. Department of Agriculture, and the Division of Plant Industry of the Florida Department of Agriculture and Consumer

Services to ascertain all current restrictions regarding plant pests that are imposed by these agencies. Keep advised of current quarantine boundary lines throughout the construction period.

- a. These restrictions may affect operations in connection with such items as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping, and other items which might involve the movement of materials containing plant pests across quarantine lines.
- b. Obtain quarantine regulations and related information from the following:

Animal and Plant Health Inspection Service
U.S. Department of Agriculture
3029 Lake Alfred Road
Winter Haven, Florida 33881

Director, Division of Plant Industry
Florida Department of Agriculture and Consumer Services
Post Office Box 147100
Gainesville, Florida 32614-7100

3. Introduction or Release of Prohibited Aquatic Plants, Plant Pests, or Noxious Weeds:

- a. Do not introduce or release prohibited aquatic plants, plant pests, or noxious weeds into the project limits as a result of clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping, or other such activities. Immediately notify Engineer upon discovery of all prohibited aquatic plants, plant pests, or noxious weeds within the project limits. Do not move prohibited aquatic plants, plant pests, or noxious weeds within the project limits or to locations outside of the project limits without Engineer's permission. Maintain all borrow material brought onto the project site free of prohibited aquatic plants, plant pests, noxious weeds, and their reproductive parts. Refer to Rule 16C-52 and Rule 5B-57, F.A.C. for the definition of prohibited aquatic plants, plant pests, and noxious weeds.
- b. Furnish Engineer, prior to incorporation into the Project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.

4. Compliance with Federal Endangered Species Act and other Wildlife Regulations:

- a. The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the

Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or in permits as identified in 7-2.1.

- b. In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project. These guidelines are posted at the following URL address:
https://fdotwww.blob.core.windows.net/sitefinity/docs/defaultsource/programmanagement/implemented/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvrsn=e27baf3f_2.

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

- c. Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.
- d. Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

5. Occupational Safety and Health Requirements: Contractor shall take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both

Contractor and the County, until Contractor has completed the work required under the Contract. Comply at all times with applicable Federal, State, and local laws, provisions, and policies governing safety and health, including 29 CFR 1926, including all subsequent revisions and updates.

6. Discovery of an Unmarked Human Burial: When an unmarked human burial is discovered, immediately cease all activity that may disturb the unmarked human burial and notify Engineer. Do not resume activity until specifically authorized by Engineer.
7. Insecticides and Herbicides: Use products approved by the Florida Department of Agriculture for the State of Florida, found on the following website <http://state.ceris.purdue.edu/>. The use of restricted products is prohibited. Do not use any products in the sulfonyleurea family of chemicals. Herbicide application by broadcast spraying is not allowed.
 - a. Procure any necessary licenses, pay all charges and fees, and give all notices necessary for lawful performance of the work.
 - b. Ensure that all employees applying insecticides and herbicides possess a current Florida Department of Agriculture Commercial Applicator license with the categories of licensure in Right-of-Way Pest Control and Aquatic Pest Control. Provide a copy of current certificates upon request, to Engineer.
 - c. Ensure that employees who work with herbicides comply with all applicable Federal, State, and local regulations.
 - d. Comply with all regulations and permits issued by any regulatory agency within whose jurisdiction work is being performed. Post all permit placards in a protected, conspicuous location at the work site.
 - e. Acquire any permits required for work performed on the rights-of-way within the jurisdiction of National Forests in Florida. Contact the Local National Forest Ranger District, or the United States Department of Agriculture (USDA) office for the proper permits and subsequent approval.
 - f. Acquire all permits required for aquatic plant control as outlined in Chapter 62C-20, F.A.C., Rules of the Florida Department of Environmental Protection. Contact the Regional Field Office of Bureau of Invasive Plant Management of the Florida Department of Environmental Protection for proper permits and subsequent approval. If application of synthetic organo-auxin herbicides is necessary, meet the requirements of Chapter 5E-2, F.A.C.
 - g. Fertilizer: Ensure that all employees applying fertilizer, possess a current Florida Department of Agriculture and Consumer Services Commercial Applicator license in accordance with Section 482.1562, F.S. Upon request, submit the current certificates to the Engineer.

8. Compliance with Section 4(f) of the USDOT Act: (Staging Areas)

- a. Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.
- b. Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed under FDOT 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer

9. Employment Eligibility Verification

- a. By entering into this Contract, the Contractor affirms its enrollment and participation in the Federal work authorization program known as "E-Verify", web address <https://www.e-verify.gov/> operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security, to verify information under the terms governing use of the system.
- b. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system and retain the I-9 Forms for inspection, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract.
- c. Contractor shall also be responsible for entering into an agreement, with each and every vendor and subcontractor, that states

that the vendor or subcontractor (and their vendors) is independently responsible for its own employment decisions, including hiring, disciplinary and termination decisions; and is participating in the "E-Verify" program to confirm, under the terms governing use of the system, the employment eligibility of all persons assigned to perform work or provide materials and services in support of this Contract.

- d. As per Florida Statute, Section 448.095, title "Verification of Employment Eligibility," Contractor and all Subcontractors must provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination, and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract
- e. Miami-Dade County reserves the right, at any time, to request supporting documentation, as evidence of services provided and demonstration of compliance with the above requirements.

C. Permits and Licenses

1. General:

- a. Except for permits procured by the Department, as incorporated by Special Provision to this Contract, if any, procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.
- b. The Department will also acquire any modifications or revisions to an original permit incorporated by Special Provision to this Contract when Contractor requires such modifications or revisions to complete the construction operations specified in the Plans or Special Provisions and within the right-of-way limits.
- c. Contractor must obtain all other permits required for this Project prior to commencing the Work. This includes permits required by other municipalities and agencies, permits to work in the Right-of-Way, and those required for the removal or relocation of trees.

- d. The actual amount paid for the permits will be reimbursed to Contractor from a dedicated allowance established by the County. If no dedicated allowance is specified the reimbursement shall be paid from the Contract's Contingency Allowance. Original receipts must be presented to Engineer for approval.
- e. Contractor must give all notices, pay all fees and comply with all laws, rules and regulations applicable to the Work at no additional cost.
- f. Acquire all permits for work performed outside the right-of-way or easements for the Project.
- g. In carrying out the work in the Contract, when under the jurisdiction of any environmental regulatory agency, comply with all regulations issued by such agencies and with all general, special, and particular conditions relating to construction activities of all permits issued to the Department as though such conditions were issued to Contractor. Post all permit placards in a protected location at the worksite.
- h. In case of a discrepancy between any permit condition and other Contract Documents, the more stringent condition shall prevail.

2. Additional Contractor Requirements For Work With Traffic Control Devices or Street Lighting

- a. In addition to the license(s) required of Contractor, all personnel engaged in installing, modifying, repairing, removing or maintaining: roadway street lighting systems; traffic signalization; or any other electrical/electronic traffic control device in Miami-Dade County must:
 - 1) Perform work under the direction of a Master Electrician that is present at the job site or able to respond within 2 hours of notification (4 hours for roadway street lighting systems).
 - 2) Perform all work under the direct supervision of a Journeyman Electrician. For Traffic Signalization or Control Devices the Journeyman Electrician must be certified as an International Municipal Signal Association (IMSA) certified Traffic Signal Technician (TST) Level II or Level III. All work related at or pertaining to the controller must be performed by an IMSA certified TST Level II (Field).
 - 3) Have in their possession a wallet size card or a photocopy of their certifications and licenses. Failure to provide said documents will be cause for removal of employee from the work site, issuance of citations, and shutdown of the Work by the County.
- b. At the Preconstruction Conference, provide Engineer and the DTPW, Traffic Signal & Signs Division (7100 NW 36 Street, Miami, FL 33166) a signed affidavit affirming that the

personnel performing the work described herein have all proper and valid licenses and certifications (County, State, Private or other Government Agency) required to perform the Work. Attach a list of employees assigned to this Project with a description of their duties and include copies of all of the required licenses and certifications for the Contractor and personnel performing the Work. Changes to authorized personnel must be approved by the Engineer.

- c. Provide copies of renewed licenses and certifications prior to their expiration.
- 3. Work or Structures in Navigable Waters of the U.S., Waters of the U.S., and Waters of the State:
 - a. In general, one or more governmental agencies will exercise regulatory authority over work or structures, including related construction operations, in all tidal areas (Channelward of the mean high water lines); in the ocean and gulf waters to the outer limits of the continental shelf; in all rivers, streams, and lakes to the ordinary high water line; in marshes and shallows that are periodically inundated and normally characterized by aquatic vegetation capable of growth and reproduction; in all artificially created channels and canals used for recreational, navigational, or other purposes that are connected to navigable waters; and in all tributaries of navigable waters up to their headwaters.
 - b. Whenever the work under or incidental to the Contract requires structures or dredge/fill/construction activities in "Navigable Waters of the U.S.," "Waters of the U.S.," and "Waters of the State," the Federal, State, county, and local regulatory agencies may require the Department to obtain a permit. For such dredge/fill /construction specified in the plans to be accomplished within the limits of the project, or for any dredge/fill/construction within the limits of Department-furnished borrow areas, the Department will procure the necessary permits prior to advertising for bids.

D. Patented Devices, Materials and Processes

- 1. Include all royalties and costs arising from patents, trademarks, and copyrights, in any way involved in the work in the Contract price. Whenever using any design, device, material, or process covered by letters patent or copyright, obtain the right for such use by suitable legal agreement with the patentee or owner of the copyright. File a copy of such agreement with Engineer. However, whether or not such agreement is made or filed as noted, Contractor and the surety in all cases shall indemnify, defend, and save harmless, the County from all claims for infringement by reason of the use of any such patented design, device, material, or process on work under the Contract, and shall indemnify the County for all costs, expenses, and damages that it may be obliged to pay by reason of

any such infringement, at any time during the prosecution or after the completion of the Work.

E. Right-of-Way Furnished by the Department

- 1. Except as otherwise stipulated in these Specifications or as shown in the Plans, the Department will furnish all rights-of-way necessary for the proper completion of the Work at no expense to Contractor.

F. Sanitary Provisions

- 1. Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of his employees as are necessary to comply with the requirements and regulations of the State and local boards of health. Commit no public nuisance.

G. Control of Contractor's Equipment

- 1. Traffic Interference: Do not allow equipment, while it is on or traversing a road or street, to unreasonably interfere with traffic.
- 2. Overloaded Equipment: Do not operate on any road or street any hauling unit or equipment loaded in excess of (1) the maximum weights specified in the Florida Uniform Traffic Control Law, or (2) lower weights legally established for any section of road or bridge by the State, the Department, or local authorities. The governmental unit having jurisdiction over a particular road or bridge may provide exceptions by special permit under the provisions provided below for Crossings. This restriction applies to all roads and bridges inside and outside the Contract limits as long as these roads and bridges are open for public use. Contractor may overload roads and bridges which are to be demolished after they are permanently closed to the public. Contractor is responsible for all loss or damages resulting from equipment operated on a structure permanently closed to the public.
- 3. Crossings: Where it is necessary to cross an existing road or street, including specifically the existing traveled lanes of a divided highway within the limits of the Project, obtain permits from the Municipality, the Department or FDOT depending on the location, for crossing overloaded or oversized equipment. Cross existing roads or streets only at Engineer-designated points. Engineer may require Contractor to protect the pavement or Roadway at the crossing by using lumber, planks, or fill. Provide flagging and watchman service, or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.
- 4. Protection from Damage by Tractor-Type Equipment: Take positive measures to ensure that tractor-type equipment does not damage the road. If any such damage should occur, repair it without delay, at no expense to the County and subject to Engineer's approval.

H. Contractor's Equipment on Bridge Structures

1. The Specialty Engineer shall determine the effect that equipment loads have on the bridge structure and develop the procedures for using the loaded equipment without exceeding the structure's design load capacity.
 2. A completed bridge structure is a bridge structure in which all elemental components comprising the load carrying assembly have been completed, assembled, and connected in their final position. The components to be considered shall also include any related members transferring load to any bridge structure.
 3. The Specialty Engineer shall analyze the effect of imposed loads on bridge structures, within the limits of a construction contract, resulting from the following operations:
 - a. Overloaded Equipment as defined above operating on or crossing over completed or partially completed bridge structures.
 - b. Equipment within legal load limits operating on or crossing over partially completed bridge structures.
 - c. Construction cranes operating on completed or partially completed bridge structures.
 4. Submit to the Department for approval three copies of design calculations, layout drawings, and erection drawings showing how the equipment is to be used so that the bridge structure will not be overstressed. The Specialty Engineer shall sign and seal one set of the three copies of the drawings and the cover sheet of one of the three copies of the calculations for the Department's Record Set.
 5. Any pipe culvert(s) or box culvert(s) qualifying as a bridge by definition is excluded from the requirements above.
 6. Posting of the Legal Gross Vehicular Weight: Display the maximum legal gross weight, as specified in the Florida Uniform Traffic Code, in a permanent manner on each side of any dump truck or dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material, or hot bituminous mixture to the project over any public road or street. Display the weight in a location clearly visible to the scale operator, in numbers that contrast in color with the background and that are readily visible and readable from a distance of 50 feet.
- I. Structures over Navigable Waters
1. Compliance with Federal and Other Regulations:
 - a. Where erecting structures in, adjacent to, or over, navigable waters, observe all regulations and instructions of Federal and other authorities having control over such waters. Do not obstruct navigation channels without permission from the proper authority, and provide and maintain navigation lights and signals in accordance with the Federal requirements for the protection of the structure, of false work, and of navigation.
 - b. In the event of accidental blocking of the navigation channel, immediately notify the U.S. Coast Guard of the blockage and upon removal of the blockage.
 - c. When work platforms are indicated in the permit for construction, submit work platform construction plans to the appropriate Coast Guard District for approval. Obtain approval prior to beginning construction on the platform.
 2. Maintenance of Channel: Where the work includes the excavation of a channel or other underwater areas to a required section, maintain the section from shoaling or other encroachment until final acceptance of the project.
- J. Manatee Protection
1. This Subarticle applies to work in tidal waters, major canals, bodies of water where manatees have been recently spotted, or where required by any regulatory permit applicable to this Project:
 - a. Instruct all personnel associated with the Project about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. Advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
 - b. Operate all vessels associated with the construction project at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
 - c. Properly secure and regularly monitored all siltation or turbidity barriers to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement. Siltation or turbidity barriers must be made of material in which manatees cannot become entangled.
 - d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shut down if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
 - e. Report any collision with or injury to a manatee immediately to the FWC Hotline at 1-888-404-3922. In addition, report collision and/or injury to the U.S. Fish and Wildlife Service in Vero Beach (1-772-562-3909),

and to FWC at
ImperiledSpecies@myFWC.com

- f. Post, facing the water, temporary signs concerning manatees prior to and during all in-water project activities. One sign which reads "Caution: Boaters" must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shutdown of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. Use temporary signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com/manatee). Questions concerning these signs can be sent to the email address listed above. Remove all signs upon completion of the Project.
- g. Comply with all manatee protection requirements of regulatory permits applicable to this Project.

K. Forest Protection

1. Compliance with State and Federal Regulations: In carrying out work within or adjacent to State or National forests or parks, comply with all of the regulations of the State or Federal authority having jurisdiction, governing the protection of and the carrying out of work in forests or parks, and observe all sanitary laws and regulations with respect to the performance of work in these areas. Keep the areas in an orderly condition, dispose of all refuse, and obtain permits for the construction, installation, and maintenance of any construction camps, living quarters, stores, warehouses, sanitary facilities, and other structures; all in accordance with the requirements of the forest or park official.
2. Prevention and Suppression of Forest Fires: Take all reasonable precautions to prevent and suppress forest fires. Require employees and subcontractors, both independently and at the request of forest officials, to do all reasonably within their power to prevent and suppress forest fires. Assist in preventing and suppressing forest fires, and make every possible effort to notify a forest official at the earliest possible moment of the location and extent of all fires. Extinguish the fire if practicable.

L. Preservation of Property

1. General:
 - a. Protect all geodetic monuments, horizontal or vertical, located within the limits of construction.
 - b. All street name signs shall remain in place during time of construction except those required to be relocated due to interference with actual construction. All signs relocated or damaged by Contractor during the course of the work shall be re-installed or replaced at

the proper location, as soon as possible at Contractor's expense.

- c. Prior to the removal of any traffic control signs that interfere with the construction, Contractor shall provide temporary signing or other provisions to assure a continuous flow of traffic under at least the same conditions as previously existed.
- d. All signs that are found to be unserviceable shall be reported to the Miami-Dade County, Department of Transportation and Public Works, Traffic Signals & Signs Division, at (305) 592-3580, prior to the commencement of work.

2. Contractor's Use of Streets and Roads:

- a. When hauling materials or equipment to the project over roads and bridges on the State road system, County road system, or city street system, and such use causes damage, immediately, at no expense to the County, repair such road or bridge to as good a condition as before the hauling began.
- b. The Department may modify the above requirement in accordance with any agreement Contractor might make with the governmental unit having jurisdiction over a particular road or bridge, provided that Contractor submits written evidence of such agreement to Engineer prior to commencement of the Work.
- c. The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other traffic. Contractor shall so conduct his operations that he shall not close any thoroughfare nor interfere in any way with traffic on railway, highways, or on water, without the written consent of the proper authorities.
- d. Contractor must immediately remove any earth or other excavated material spilled from trucks and clean the streets to the satisfaction of the governing authority.
- e. The Department has not made any attempt to define the equipment to be used in transporting the excavated material since this may vary, however, Contractor shall abide by the following general requirements:
 - 1) Transport vehicles must be of the type(s) approved for this application by the political jurisdiction involved.
 - 2) General requirements are that the vehicles have watertight bodies that they are properly equipped and fitted with seals and covers to prohibit material spillage or draining, and that they are cleaned as often as is necessary to prevent deposit of material on roadways.
 - 3) Vehicles must be loaded within all legal weight limits and operated safely within all traffic and speed regulations.

- f. The Department will not allow the operation of equipment or hauling units of such weight as to cause damage to previously constructed elements of the project, including but not necessarily limited to bridges, drainage structures, base course, and pavement.
 - g. Do not operate hauling units or equipment loaded in excess of the maximum weights specified for Overloaded Equipment on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement, and bridges.
 - h. Engineer may allow exceptions to these weight restrictions for movement of necessary equipment to and from its worksite, for hauling of offsite fabricated components to be incorporated into the Project, and for crossings as specified in the Contract Documents.
3. Protection of Existing Utility Poles:
 - a. Ensure that existing utility poles are properly protected during installation of pipes and structures and must coordinate with the utility pole owner any safeguards necessary to protect the utility pole, including bracing of the pole, if necessary. All costs for protection of utility poles and any costs for the temporary bracing by the utility pole owner shall be the responsibility of Contractor and shall be considered incidental to and included in the Contract prices.
 4. Traffic Signs, Signal Equipment, Highway Lighting and Guardrail:
 - a. Protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by Engineer due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting and guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by Engineer.
 - b. If the Department determines that damage to such existing or permanent installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party, and is not otherwise due to any fault or activities of Contractor, the Department will, with the exception of any damage resulting from vandalism, compensate Contractor for the costs associated with the repairs. Repair damage caused by vandalism at no expense to the County.
 5. Operations Within Railroad Right-of-Way:
 - a. Notification to the Railroad Company: Notify the superintendent of the railroad company, as shown on the Plans, and Engineer at least 72 hours before beginning any operation within the limits of the railroad right-of-way; any operation requiring movement of employees, trucks, or other equipment across the tracks of the railroad company at other than an established public crossing; and any other work that may affect railroad operations or property.
 - b. Contractor's Responsibilities: Comply with whatever requirements an authorized representative of the railroad company deems necessary in order to safeguard the railroad's property and operations. Contractor is responsible for all damages, delays, or injuries and all suits, actions, or claims brought on account of damages or injuries resulting from Contractor's operations within or adjacent to railroad company right-of-way.
 - c. Watchman or Flagging Services: The railroad company will furnish protective services (i.e., watchman or flagging services) to ensure the safety of railroad operations during certain periods of the project. The Department will reimburse the railroad company for the cost thereof. Schedule work that affects railroad operations so as to minimize the need for protective services by the railroad company.
 6. Utilities:
 - a. General:
 - 1) Contact the Sunshine State One Call of Florida, Inc. at 1-800-432-4770 and other affected utility owners at least 48 hours prior to commencing any trenching or excavation work on this Project.
 - 2) Make all necessary arrangements with the utility companies concerned for maintenance of their lines during the construction period. In the event that a relocation of utilities is required, but has not been accomplished prior to the effective date of the "Notice to Proceed," Contractor nevertheless must commence work under this Contract, and must schedule his work to avoid interference with the utility relocation work.
 - 3) County will not be liable for any delay or added expense the Contractor experiences due to the activities of utility companies, nor shall the County be held responsible for any damages to any utilities due to any actions by Contractor.
 - b. Arrangements for Protection or Adjustment:
 - 1) Do not commence work at points where the construction operations are adjacent to utility facilities or other property, until making arrangements with the utility facilities to

protect against damage that might result in expense, loss, disruption of service, or other undue inconvenience to the public or to the owners. Contractor is solely and directly responsible to the owners and operators of such properties for all damages, injuries, expenses, losses, inconveniences, or delays caused by Contractor's operations.

- 2) The Department will make the necessary arrangements with utility owners for removal or adjustment of utilities where Engineer determines that such removal or adjustment is essential to the performance of the required construction. The Department will not consider relocation or adjustment requests based on Contractor's proposed use of a particular method of construction or a particular type of equipment as essential to the construction of the Project if Contractor could use other common methods and equipment without relocating or adjusting the utility. Engineer will determine the responsibility for any such required adjustments of utilities. Contractor shall make all requested relocations or adjustments because of delivery to the job site of Contractor-furnished materials, at no expense to the County.
- 3) The Department considers relocations and adjustments (or other protection) under the following circumstances as essential to the construction of the Project:
 - a) Utilities lying within the vertical and horizontal construction limits, plus the reasonably required working room necessary for operation of equipment normally used for the particular type of construction, all as determined by Engineer (and except as provided in paragraph (d) below). (In the case of overhead electrical conductors that carry more than 400 Volts, a minimum of 10 feet clearance between the conductor and the nearest possible approach of any part of the equipment is required, except where the utility owner effects safeguards approved by OSHA.)
 - b) Utilities lying within the horizontal limits of the project and within 12 inches below the ground surface or the excavation surface on which Contractor operates construction equipment, or within 12 inches below the bottom of any stabilizing course specified in the Plans.
 - c) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in paragraph (d) below). Such normal limits shall extend to side slopes along the angle of repose, as established by sound engineering practice, unless the Contract Documents require support of the excavation sides

by sheeting or Contractor elects to sheet such excavation for his own convenience.

- d) Where utilities cross pipe trenches transversely within the excavation area, but not within positions from which relocation or removal is necessary, the utility owner is responsible for providing and effecting all reasonable measures for their support and protection during construction operations. Cooperate with the utility owner in the owner's effecting of such support and protective measures. Contractor is responsible for all damage to the utility that is caused by Contractor's neglect or failure to cooperate or to use proper precaution in performing his work.
- 4) In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, Engineer will direct such relocation so as to cause the least impediment to the overall construction operations. The Department is not responsible for utility adjustments or temporary relocation work, or for the conditions resulting there from, where such adjustments are:
 - a) Not necessitated by the construction of the Project,
 - b) Done solely for the benefit or convenience of the utility owner or its contractor, or Contractor where the Department considers his construction procedures to be other than normal, or
 - c) Not shown on the approved plans for the utility relocation or the construction of the Project.
 - c. Cooperation with Utility Owners:
 - 1) Cooperate with the owners of all underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication or rearrangement work may be reduced to a minimum, and that services rendered by the utility owners will not be unnecessarily interrupted.
 - 2) In the event of interruption of water or other utility services as a result of accidental breakage, exposure, or lack of support, promptly notify the proper authority and cooperate with the authority in the prompt restoration of service. If water service is interrupted and Contractor is performing the repair work, Contractor shall work continuously until the service is restored. Do not begin work around fire hydrants until the local fire authority has approved provisions for continued service.
 - d. Utility Adjustments:

- 1) Certain utility adjustments and reconstruction work may be underway during the progress of the Contract. If known prior to award, the Department will include in the Contract documents the utility authorities who are scheduled to perform utility work on the Project.
- 2) Cooperate with the various utility construction crews who are maintaining utility service.
- 3) Exercise due caution when working adjacent to relocated utilities. Repair all damage to the relocated utilities resulting from his operations at no expense to the County.
- 4) Protect utility facilities in accordance with the requirements of the Contract Documents and the owner.

e. Weekly Meetings:

- 1) Conduct weekly meetings on the job site with all the affected utility companies and Engineer in attendance to coordinate project construction and utility relocation. Submit a list of all attendees one week in advance to Engineer for approval.
- 2) Provide the approved Work Progress Schedule and Work Plan for the Project, as specified in the Contract Documents, to document the schedule and plan for road construction and utility adjustments.
- 3) When utility relocations no longer affect construction activities, Contractor may discontinue the meetings with Engineer's approval.

M. Responsibility for Damages, Claims, etc.

1. Contractor to Provide Indemnification:

- a. Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the construction Contract.
- b. It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

2. Guaranty of Payment for Claims: Contractor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any subcontractor, in connection with the Contract. The Department's final acceptance and

payment does not release Contractor's bond until all such claims are paid or released.

N. Contractor's Responsibility for Work

1. Until the Department's acceptance of the work, take charge and custody of the work, and take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the nonexecution of the work. Rebuild, repair, restore, and make good, without additional expense to the Department, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance, except that in case of extensive or catastrophic damage, the Department may, at its discretion, reimburse Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of Contractor, including but not restricted to Acts of God, of the public enemy, or of governmental authorities.

O. Opening Sections of Roadway to Traffic

1. Whenever any bridge or section of roadway is in an acceptable condition for travel, Engineer may direct Contractor to open it to traffic. The Department's direction to open a bridge or roadway does not constitute an acceptance of the bridge or roadway, or any part thereof, or waive any Contract provisions. Perform all necessary repairs or renewals, on any section of the roadway or bridge thus opened to traffic under instructions from Engineer, due to defective material or work or to any cause other than ordinary wear and tear, pending completion and Engineer's acceptance of the roadway or bridge, or other work, at no expense to the County.

P. Scales for Weighing Materials

1. Applicable Regulations: When determining the weight of material for payment, use scales meeting the requirements of Chapter 531, F.S., pertaining to specifications, tolerances, and regulations, as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture.
2. Base for Scales: Place such scales on a substantial horizontal base to provide adequate support and rigidity and to maintain the level of the scales.
3. Protection and Maintenance: Maintain all scale parts in proper condition as to level and vertical alignment, and fully protect them against contamination by dust, dirt, and other matter that might affect their operation.

Q. Source of Forest Products

1. As required by Section 255.20, F.S., where price and quality are equal, and when available, use only timber, timber piling, or other forest products that are produced and manufactured in the State of Florida. This provision does not apply to Federal-aid projects.

R. Dust Control

1. Dust control measures are required as necessary to prevent the surface and air transport of dust from any construction activity performed under this contract. This may include but is not limited to: Pre-watering deeply before excavation; scheduling thorough and consistent watering that does not run off the site; applying best management practices in the loading, offloading, and transport of soils and miscellaneous materials; covering or otherwise stabilizing piles when necessary; and planning schedules so control measures are available throughout the project.
2. Ensure that excessive dust is not transported beyond the limits of construction in populated areas. Contractor may control dust for embankments or other cleared or unsurfaced areas by applying water, as directed by Engineer. When included in the Plans, install mulch, seed, sod, or temporary paving as early as practical. Control dust during the storage and handling of dusty materials by wetting, covering, or other means as approved by Engineer.
3. When cutting through concrete, care should be exercised to prevent dust from becoming air borne. Contractor must use an engineering control such as the use of a wet saw or dust collector. Engineer shall have the final determination when in a particular circumstance this is not feasible, and the concrete must be cut dry.
4. No separate item for dust control measures is included for payment in this Contract. Contractor must consider the cost of any dust control measures that is necessary for the proper construction of the Project as included in the Contract price for items of work for which dust control measures are required.

S. Dredging and Filling

1. Section 370.033, F.S., requires that all persons, who engage in certain dredge or fill activities in the State of Florida, obtain a certificate of registration from the Florida Department of Environmental Protection, Tallahassee, Florida 32301, and that they keep accurate logs and records of all such activities for the protection and conservation of the natural resources. Obtain details as to the application of this law from the Department of Environmental Protection and contact local regulatory agencies for additional applicable requirements.

T. Contractor's Motor Vehicle Registration

1. Provide the Department with proof that all motor vehicles operated or caused to be operated by such Contractor are registered in compliance with Chapter 320, F.S. Submit such proof of registration in the form of a notarized affidavit to the Department.
2. The Department will not make payment to Contractor until the required proof of registration is on file with the Department.

U. Compliance with FHWA 1273:

1. For federally funded projects and when required by law, comply with the provisions contained in FHWA-1273.
2. The FHWA-1273 Electronic version, dated May 1, 2012 is posted on the FDOT's website at the following URL address:
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/fhwa1273.pdf?sfvrsn=1cd7961f_12
3. Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.
4. If the FDOT website cannot be accessed, contact FDOT Department's Specifications Office Web Coordinator at (850) 414-4101.

a. s

1.06 PROSECUTION AND PROGRESS

A. Subletting Or Assigning The Contract

1. Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose.
2. Contractor must perform, with its own organization, contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the Contract Documents) of the total original contract price, excluding any specialty items designated by the County. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization.
 - a. "Its own organization" is construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" is construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
3. The contract amount, upon which the requirements set forth in this Subarticle is computed, includes the cost of material and manufactured products which are to be purchased or produced by the Contractor under the

provisions of the Contract. For the purpose of meeting this requirement the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

4. If the Contractor sublets a part of a Contract item, the Department will use only the sublet proportional cost in determining the percentage of subcontracted normal work.
5. Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, furnish the Department with a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.
6. The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.
7. Contractor must furnish:
 - a. A competent superintendent or supervisor who is employed by its firm, has full authority to direct performance of the Work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the work); and
 - b. Such other of its own organizational resources (supervision, management, and engineering services) as the Engineer determines is necessary to assure the performance of the Contract.

B. Notice to Proceed

1. Unless otherwise agreed to by the parties, the Department may issue the Notice to Proceed (NTP) within 30 Days after all conditions for Contract execution have been met. The NTP will identify the date Contractor is to begin the construction and will start the Contract Time.

C. Project Signs

1. Project Signs will be provided by Miami-Dade County Internal Services Department (ISD) at no cost to Contractor.
2. The type, location, and number of signs required per each work site shall be at the discretion of Engineer.
3. No work shall commence until the Project Signs are secured in place as directed by Engineer.
4. Maintain and Relocate Project Signs.
 - a. Maintain and relocate Project Signs throughout the duration of the Contract, as directed by Engineer and at no additional cost to Miami-Dade County.

- b. Install relocated Project Signs as required by Engineer. All materials and work necessary to secure, brace, mount, place, and maintain the Project Signs will be provided at Contractor's expense.
- c. Notify Engineer immediately if at any time, during the Contract duration, a Project Sign becomes damaged, defaced, or unreadable. If Engineer determines that a replacement sign is required, Engineer will request it from ISD.

5. Upon completion of the Contract or at any time as directed by Engineer, deliver all available Project Signs to the designated ISD facility.
6. No separate payment will be made for the activities described above.

D. Schedule Of Values

1. A Schedule of Values is required for any Stipulated (Lump) sum contract, or for major lump sum items on Unit price contracts for which Contractor requests progress payments.
2. Upon notification of intent to Award and prior to the Notice to Proceed, submit to Engineer for review and approval, a preliminary Schedule of Values that:
 - a. Logically subdivides the Work into component parts with sufficient detail to serve as the basis for progress payments during performance of the Work and correlates to the Work Progress Schedule.
 - b. Includes quantities and prices of items for all of the Work which when added together equal either the Contract Base Award Amount for a Stipulated sum contract or the Contract Price for a major lump sum item in a Unit price contract.
 - c. Separately identifies the scope of work to be performed by any SBE-CONST utilized to satisfy any SBE-CONST goal in the Contract. In addition, payment requisitions for the scope of work of such SBE-CONST shall be accompanied by the statements of completion of the work of the SBE-CONST and shall be accompanied by appropriate documentation including invoicing and checks reflecting payment of the SBE-CONST for the previous construction draw.
3. The Schedule of Values for a Stipulated sum contract will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Base Award Amount to component parts of the Work.
4. When directed by Engineer, submit at least 10 days prior to the next application for progress payment, a revised or updated Schedule of Values to address any changes in the Work.

E. Preconstruction Conference

1. A Preconstruction Conference will be held with Contractor, members of the Department and other Miami-Dade County Agencies, representative of Utility Companies, and other municipalities or contractors affected by the Work. The Department will set the time and place of this conference.
2. Submit the following items to Engineer at the Preconstruction Conference unless otherwise noted:
 - a. Two copies of the proposed Work Progress Schedule. (Provide an updated schedule within 5 days of each Work Order for work order contracts.)
 - b. Contractor's Chain of Authority.
 - c. Contractor's Emergency Telephone Numbers, during work hours, after hours, and on weekend, of Prime and MOT Contractor's Representatives.
 - d. Letter naming Contractor's Superintendent and his qualifications.
 - e. Letter naming Contractor's Work Site Traffic Supervisor and a copy of their respective Certification(s).
 - f. Letter naming Contractor's MOT Flagmen and a copy of their training Certification(s).
 - g. Maintenance of Traffic Plan: Letter outlining the Specific Maintenance of Traffic Plan or Plans that will be used during construction. If the MOT plan is noted in the Construction Plans, it will be for reference only. Contractor is responsible to provide his own MOT Plan. MOT plans must be submitted within 5 days of the date of each Work Order for work order contracts.
 - h. Shop drawing submittal schedule. To be submitted within 5 days of the date of each Work Order for work contracts.
 - i. List of potential subcontractors and rental agreements.
 - j. Letter listing the material providers for this project, with the respective name and address; and letter certifying the compliance of the material with the project requirements.
 - k. List of equipment to be utilized for construction; including make, model, year, name and description of equipment.
 - l. Contractor's Erosion Control Plan (ECP) pursuant to the requirements of the Contract Documents.
 - m. Lighting plan if Contractor intends to perform any night work.
 - n. All other submittal requirements stipulated in the Contract Documents.

F. Scheduling of the Work

1. Work Progress Schedule.

- a. Within 21 days after Contract award or at the Preconstruction Conference, whichever is earlier, submit to Engineer for approval two copies of a Work Progress Schedule for this

Project. Engineer will review and respond to Contractor within 15 days of receipt.

- b. The Work progress Schedule must show the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to initiate, construct, and complete all requirements of the Contract Documents within the Contract Duration and must:
 - 1) Include a projected Project completion, measured in dollars and time, on a monthly basis or at each progress payment cutoff date.
 - 2) Identify a date for substantial completion with "sufficient time" between substantial completion and end of Contract Duration for final inspections, final roadway striping if required, development of a punch list by the Engineer, completion of all punch list items by Contractor, final submittals, and any remaining site restoration activities. "Sufficient time," as it pertains solely to this requirement, means no less than 60 days unless otherwise required by the Contract Documents or approved in writing by Engineer.
 - 3) Include the order and interdependence of activities and the sequence for accomplishing the Work including phased restoration of areas impacted by work.
 - 4) Describe activities in sufficient detail so that the Engineer can readily identify the Work and measure the progress of each activity.
 - 5) Show each activity with a beginning work date, activity duration, and a monetary value.
 - 6) Include within the activities the necessary steps for procurement, fabrication, and delivery of materials, plant, and equipment.
 - 7) Include the review time for shop drawings and submittals.
 - 8) Include the Critical Path and milestone activities when milestones are required by the Contract Documents.
 - 9) In projects with more than one phase, adequately identify each phase and its substantial completion date, and do not allow phase specific activities to span more than one phase.
- c. Submit with the Work Progress Schedule a narrative report describing current project schedule status and identifying potential delays. This report will include a description of the progress made since the previous schedule submission and objectives for the upcoming 30 calendar days. It will be submitted on 8.5 by 11 inch paper. This report shall at a minimum include the following information:
 - 1) Indicate if the Project is on schedule, ahead of schedule or behind schedule. If the Project

is ahead of schedule or behind schedule, the report shall include the specific number of calendar days. If the Project is behind schedule, the report shall include a detailed recovery plan that will put the Project back on schedule.

- 2) The report will describe the current critical path of the Project and indicate if this has changed in the last 30 calendar days. Discuss current successes or problems that have affected either the critical path's length or have caused a shift in the critical path within the last 30 calendar days. Identify specific activities, progress, or events that may reasonably be anticipated to impact the critical path within the next 30 calendar days, either to affect its length or to shift it to an alternate path.
- 3) List all schedule logic or duration changes that have been made to the schedule since the previous submission. For each change, describe the basis for the change and specifically identify the affected activities by identification number.
- 4) Identify any and all activities, either in progress or scheduled to occur within the following 30 days that require County participation, review, approval, etc.
- d. Submit, with the Work Progress Schedule, clear documentation demonstrating that all necessary coordination activities with utility owners that have facilities within the limits of construction have been conducted. In addition, incorporate into the work progress schedule any utility adjustment schedules included in the Contract Documents unless the utility company and the Department mutually agree to changes to the utility schedules shown in the Contract.
- e. Engineer will return inadequate schedules to Contractor for corrections. Resubmit a corrected schedule within 15 days from the date of Engineer's return transmittal.
- f. Submit an updated Work Progress Schedule, for Engineer's acceptance, if there is a significant change in the planned order or duration of an activity. Engineer will review the corrected schedule and respond within 7 days of receipt.
- g. By acceptance of the schedule, Engineer does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities. Engineer will use the accepted schedule as a baseline against which to measure the progress.
- h. If Contractor fails to finalize either the initial or a revised schedule in the time specified, Engineer will withhold all Contract payments until Engineer accepts the schedule.

2. Weekly Work Progress Meetings:

- a. Coordinate weekly meetings to discuss Contract progress with Engineer including near term scheduled activities, utility relocations, and problems and their proposed solutions.
- b. Submit a Two-Week "Look Ahead" Planning Schedule at each weekly meeting, showing the items of work planned for the next two weeks. Develop the schedule in Bar Chart format, identifying current and planned activities and related Contract Schedule work activities, including subcontractor work. Designate all activities that are controlling work items as determined by the currently accepted Contract Schedule.
- c. A report shall be submitted at each weekly meeting identifying schedule activity progress including actual start or finish dates achieved for any activities.

3. Prosecution of the Work.

- a. Give the Work the constant attention necessary to ensure the scheduled progress, and cooperate fully with Engineer and with other contractors at work in the vicinity.
- b. Do not commence work under the Contract until after the Department has issued the Notice to Proceed. Thereafter, commence the Work and continue all work in an expeditious manner to a conclusion acceptable to Engineer and in accordance with the approved Work Progress Schedule.
- c. All requirements of the Contract, including completion of punch list items and final deliverables, must be completed during the Contract Duration.
- d. Compliance with Time Requirements: Commence work in accordance with the approved Work Progress Schedule and provide sufficient labor, materials and equipment to complete all work as scheduled. Should Contractor fail to furnish sufficient and suitable equipment, forces, and materials, as necessary to prosecute the Work in accordance with the required schedule, Engineer may withhold all progress payments that are, or may become due, or suspend the work until Contractor corrects such deficiencies.
- e. Provisions for Convenience of Public: Schedule construction operations so as to minimize any inconvenience to adjacent businesses or residences. Where necessary, Engineer may require Contractor to first construct the work in any areas along the Project where inconveniences caused by construction operations would present a more serious handicap. In such critical locations, where there is no assurance of continuous effective prosecution of the work once the construction operations are begun, Engineer may require Contractor to delay removal of the existing (usable) facilities.

- f. The lack of equipment or unsuitability of said equipment shall not be an acceptable reason for falling behind schedule.
 - g. If Contractor fails to complete all work under the Contract, within the time specified in the "Notice to Proceed" and/or Work Order(s), or fails to perform the Work with sufficient personnel and equipment or with sufficient materials to assure the prompt completion of the work assigned, or discontinues the prosecution of the Work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy or insolvency code, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, becomes unsatisfactory in the opinion of the County, Engineer will give notice in writing to Contractor and his surety of such delay, neglect, or default. Additionally, the County may opt to not issue further Work orders and/or to terminate the Contract in addition to assigning a non-responsive Contractor Evaluation rating. Continuous failure by Contractor to complete work in a timely fashion may result in the County not issuing further work and/or cancellation of the Contract.
4. Additional Requirements for Work Order Contracts:
- a. The completion time for each Work Order will consist of a reasonable duration determined by Engineer.
 - b. After the "Notice to Proceed" and issuance of the Work Order(s), Contractor shall commence the Work on the effective date of each Work Order and continue all work in an expeditious manner to a conclusion acceptable to Engineer.
 - c. All activities required to be performed for each Work Order, including completion of punch list items and final deliverables, must be completed during the Work Order Days provided for each Work Order.
 - d. Unless otherwise provided by the Contract Documents, Engineer may issue subsequent Work Order(s) any time after Engineer determines that work under an existing Work Order is substantially completed, even if site restoration or punch list items are pending for the existing Work Order.
- G. Progress of the Work.
- 1. Unless otherwise stipulated herein, progress of the Work will be evaluated monthly and compared to the approved Work Progress Schedule.
 - a. When dollars invoiced by Contractor on the Project are 15 percent greater than the estimated dollars for the work scheduled, Engineer may request in writing, that Contractor submit a revised Work Progress Schedule for approval by the next scheduled monthly submittal date.
 - 2. The notice of unsatisfactory performance will also allow a reasonable period of time, as determined by Engineer but not to exceed 30 Days from receipt of the notice, for Contractor to bring the progress of the Work into compliance with the current accepted work progress schedule or to provide acceptable written justification for the delay. Contractor must do the following things within the time specified in the notice to Contractor of unsatisfactory performance:
 - b. When the dollars earned by Contractor on the Project are 15 percent less than the estimated dollars for the work scheduled, Engineer may deem the progress of the Work unsatisfactory and will issue a notice to Contractor of unsatisfactory performance.
 - c. In the event a noncritical item becomes critical as determined by Engineer, Contractor must submit a revised CPM schedule.
 - d. When an activity on the critical path, as shown on the current approved Work Progress Schedule, has exceeded its late start date by 7 Days, Engineer will deem the progress of Work unsatisfactory and will hold a meeting with Contractor to address the schedule within 7 Days of the discovery. If a resolution cannot be determined within 5 Days, Engineer will issue a notice to Contractor of unsatisfactory performance.
 - e. When it becomes apparent that an activity on the critical path, as shown on the current approved Work Progress Schedule, has exceeded its original duration by 10 or more Days, regardless of the Contract's definition of Contract Time, Contractor must submit a revised Work Progress Schedule for approval within 5 Days of the discovery and Engineer will issue a notice of unsatisfactory performance to the Contractor and identify the unsatisfactory performance.
 - 3. Submit a revised baseline progress schedule and recovery plan to Engineer for review and approval. Demonstrate the proposed method to complete the Project within the remaining time specified in the current accepted work progress schedule; and
 - 4. If Contractor is unable to provide such a revised schedule, a late completion schedule shall be submitted indicating the time required to complete the Work. The Department's approval of the late completion schedule will not operate as a waiver of the Department's right to assess liquidated damages;
 - 5. Take all necessary action, subject to Engineer's approval, to ensure completion of the Project at no additional cost to the Department within the remaining time specified in the accepted schedule. Actions

may include but not be limited to the following:

- 1) Additional overtime;
- 2) Added work shift;
- 3) Additional workforce;
- 4) Extended workweek;
- 5) Additional Equipment; or
- 6) A combination of these.

H. Performance of Work

1. Give due and adequate notices to those in control of all properties that may be affected by the construction activities.
2. Keep on the job site sufficient plant and equipment to meet the requirements of the Work. The plant shall be kept in a satisfactory operating condition and be capable of safely and efficiently performing the Work as set forth in the Plans and Specifications. The equipment and all operations shall be subject to inspection by Engineer at all times.
3. Submit for approval by Engineer, a description of the type of materials and equipment to be used; and the method of procedure to be used in the performance of the Work.

4. Condition of Equipment

- a. All equipment used in the performance of the Work must be in first class operating condition, including proper mufflers and other silencing accessories. All equipment must be properly lubricated on a special maintenance type schedule to reduce noise, including tracks, rollers, idlers, sheaves and other noise producing components. Care must be taken to prevent oil spillage of any kind or oil dripping from equipment. All dewatering pumps and welding machines must be engine driven or powered by Contractor furnished generators. The temporary power source available at the jobsite is not sufficient to power that type of equipment.
- b. If the equipment used proves less than satisfactory and is unduly or needlessly disturbing the neighbors, in the opinion of Engineer, he will have the right to order Contractor to immediately modify the equipment to make it satisfactory, or to change to other equipment that is satisfactory at no additional cost to the County.

5. Saw Cutting:

- a. When required in performance of this Contract, material may be removed by either saw cutting the slab perpendicular to the long edge, or by any other means that will produce a clean neat cut and that is acceptable to Engineer. All costs for saw cutting and/or any other necessary means for accomplishing the

bid items listed in this Contract shall be included in the cost for said item.

6. Open Excavations:

- a. At the close of each workday, Contractor shall refill all open excavations, or cover open excavations with steel plates capable of supporting vehicular traffic at no additional cost to the County.

7. Florida Trench Safety Act

- a. The Florida Trench Safety Act (Sections 553.60-553.64, Florida Statutes) is hereby incorporated by reference and made a part of these Specifications. The purpose and intention of the State of Florida "Trench Safety Act" is to provide for increased worker safety by requiring compliance with sufficient standards for trench safety and providing additional specific requirements when the excavation is in excess of 5 feet deep. By executing the Contract, Contractor certifies that he is fully aware of the Trench Safety Act, and will comply with applicable trench safety standards.
- b. In accordance with Sections 553.60-553.64, F.S., the bidder acknowledges those included in the various items of the proposal and in the total bid price are costs for complying.

I. As-Built Drawings

1. Five (5) sets of complete "As-Built" drawings signed and sealed by either a Florida Registered Surveyor and Mapper or a Florida Registered Professional Engineer, shall be accurately recorded by Contractor and submitted to Engineer prior to final acceptance of the Work. As Built drawing required for Federally Funded Projects must be signed and sealed only by a Florida Registered Professional Engineer.
2. The As-Built Drawings must contain detailed information pertaining to the locations, spans, depths, and elevations of all significant elements of construction performed pursuant to the Contract Documents in addition to all information necessary to comply with Project permits and regulatory requirement.
3. All locations, depths, and elevations shall be taken by a Florida Registered Surveyor and Mapper and be shown on the As-Built drawings.
4. No separate payment will be made for the As-Built drawings.

J. Liquidated Damages

1. Contractor, or in case of his default the surety, shall pay to the County, not as a penalty but as liquidated damages, the amount stipulated below should Contractor fail to complete all work specified within the time stipulated in the Contract for substantial completion, including extra time granted in writing by the County. Substantial completion must be achieved

60 days prior to contract final acceptance, unless a different time is stipulated under contract duration on the Special Provisions. For Work Order based Contracts, liquidated damages shall be the amount stipulated below, computed for each Work Order, should Contractor fail to complete all work specified within the time stipulated in the Work Order, including extra time granted in writing by the County.

2. Applicable liquidated damages for each day after the scheduled substantial completion date are the amounts established in the following schedule:

Total Contract/Work Order Amount	Daily Charge Per Calendar Day
\$299,999 and under	\$904
\$300,000 but less than \$2,000,000	\$1,685
\$2,000,000 but less than \$5,000,000	\$2,667
\$5,000,000 but less than \$10,000,000	\$3,813
\$10,000,000 but less than \$20,000,000	\$5,021
\$20,000,000 but less than \$40,000,000	\$7,442
\$40,000,000 and over	\$10,224 plus 0.00005 of any amount over \$40 million (Round to nearest whole dollar)

3. Contractor, or in case of his default the surety, shall pay to the County, not as a penalty but as liquidated damages, 30% of the amount stipulated above under this Subarticle J.2 should Contractor fail to complete punch list items and deliver all required documents, including warranties, necessary to close out the project within the total time stipulated in the Contract for final acceptance, including extra time granted in writing by the County.
4. Engineer will count default days in calendar days.
5. County has the right to apply, as payment on such liquidated damages, any money the County owes Contractor.
6. County does not waive its right to liquidated damages due under the Contract by allowing Contractor to continue and to finish the work, or any part of it, after the expiration of the Contract/Work Order Time including granted time extensions.
7. The requirements of this Article may not be waived, compromised or settled without the express written consent of the Board of County Commissioners.

K. Limitations of Operations

1. General:

- a. Subject to any provision to the contrary provided in these Contract Documents, Work must not be carried out during the night or on Saturdays, Sundays or on County holidays without prior written approval from Engineer

issued at least 72 hours before these times so that proper inspection and engineering services may be scheduled.

- b. Prior written approval from Engineer, as specified in this Article, is not required for the performance of work that is necessary for proper care, maintenance, and protection of Work already done, or in cases when the Work would otherwise be endangered or when hazard to life or property would result, in which case Contractor must inform Engineer at the earliest possible opportunity of the same.
- c. All construction activities, designated by Engineer as requiring inspection by the County, must be scheduled to coincide with the hours of availability of Engineer or Engineer's duly authorized inspector. The hours of availability are from 7:00 AM until 4:30 PM Monday through Friday; unless otherwise approved by the Engineer, these construction activities must be scheduled to coincide with the aforementioned hours of availability.
- d. Work performed without the prior written approval of Engineer and without an Engineer's duly authorized inspector may be declared defective solely on the grounds that it was not properly inspected.
- e. In the event, that the Engineer approves work on night or on Saturdays, Sundays or on County holidays; the Contractor will be responsible to pay the overtime incurred during the approved overtime hours at the current inspector's hourly rate. Such payment will be deducted from the monthly invoice.
- f. Contractor must conform to all applicable laws, regulations, or ordinances with regard to labor employed, hours of work and general operations.

2. Night Work:

- a. Night work may be undertaken as a regular procedure when required by the Contract Documents or approved in writing by Engineer. Such approval, however, may be revoked at any time by Engineer if Contractor fails to maintain adequate equipment, lighting, and supervision for the proper prosecution and control of the Work at night pursuant to the requirements herein.
- b. For the purposes of this Article, the term "night" shall mean the period from 6:00 p.m. to 7:00 a.m. Due to traffic interference concerns, authorized night construction activities that may be disruptive to traffic flow can only be performed weekdays between 9:00 p.m. to 5:00 a.m.
- c. Prepare a specific work plan and submit it to the Engineer for approval at least one week in advance of the anticipated work. The plan must include a schedule of all activities of

work and show in detail the special arrangements that will be made to provide for all regulatory and Contract requirements including cordoning off the areas with sufficient roadwork safety signs; providing approved MOT; worksite personnel and citizen safety; necessary lighting; and daily restoration of the work site.

- d. Obtain and comply with all necessary permits and authorizations from the applicable jurisdictions.
- e. Complete all scheduled work and restore the work site as required in the Engineer's approval.
- f. Lighting during nighttime operations:
 - 1) During active nighttime operations, furnish, place and maintain lighting sufficient to permit proper workmanship and inspection. Use lighting with 5 ft•cd minimum intensity. Arrange the lighting to prevent interference with traffic or produce undue glare to property owners. Operate such lighting only during active nighttime construction activities. Provide a light meter to demonstrate that the minimum light intensity is being maintained.
 - 2) Lighting may be accomplished by the use of portable floodlights, standard equipment lights, existing street lights, temporary street lights, or other lighting methods approved by Engineer.
 - 3) Submit a lighting plan at the Preconstruction Conference for review and acceptance by Engineer. Submit the plan on standard size plan sheets (not larger than 24 by 36 inch), and on a scale of either 100 or 50 feet to 1 inch. Do not start night work prior to the Engineer's acceptance of the lighting plan.
 - 4) During active nighttime operations, furnish, place and maintain variable message signs to alert approaching motorists of lighted construction zones ahead. Operate the variable message signs only during active construction activities.
 - 5) Where night work is required by the Contract Documents, include compensation for lighting for night work in the Contract prices for the various items of the Contract. Take ownership of all lighting equipment for night work.
3. Sequence of Operations: Do not open up work to the prejudice of work already started. Engineer may require Contractor to finish a section on which work is in progress before starting work on any additional section.
4. Interference with Traffic:
 - a. At all times conduct the Work in such manner and in such sequence as to ensure the least practicable interference with traffic. Operate all vehicles and other equipment safely and without hindrance to the traveling public. Park

all private vehicles outside the clear zone. Place materials authorized to be stored along the roadway so as to cause no obstruction to the traveling public as possible.

- b. Where existing pavement is to be widened and stabilizing is not required, prevent any open trench from remaining after working hours by scheduling operations to place the full thickness of widened base by the end of each day. Do not construct widening strips simultaneously on both sides of the road, except where separated by a distance of at least 1/4 mile along the road and where either the work of excavation has not been started or the base has been completed.
5. Coordination with other contractors:
 - a. Sequence the work and dispose of materials so as not to interfere with the operations of other contractors engaged upon adjacent work; join the work to that of others in a proper manner, in accordance with the spirit of the Contract Documents; and perform the work in the proper sequence in relation to that of other contractors; all as may be directed by Engineer.
 - b. Contractor is responsible for any damage done by him or his agents to the work performed by another contractor.
 6. Drainage: Conduct the operations and maintain the work in such condition to provide adequate drainage at all times. Unless otherwise required by the Contract Documents, do not obstruct existing functioning storm drains, gutters, ditches, and other run-off facilities.
 7. Fire Hydrants: Keep fire hydrants on or adjacent to the roadway accessible to fire apparatus at all times, and do not place any material or obstruction within 15 feet of any fire hydrant.
 8. Protection of Structures: Do not operate heavy equipment close enough to pipe headwalls or other structures to cause their displacement.
 9. Fencing: Erect permanent fence as a first order of business on all projects that include fencing where Engineer determines that the fencing is necessary to maintain the security of livestock on adjacent property, or for protection of pedestrians who are likely to gain access to the project from adjacent property.
 10. Contaminated Materials:
 - a. When the construction operations encounter or expose any abnormal condition that may indicate the presence of a contaminated material, discontinue such operations in the vicinity of the abnormal condition and notify Engineer immediately. Be alert for the presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal as possible indicators of the presence of contaminated materials. Treat these conditions with extraordinary caution.

- b. Make every effort to minimize the spread of Contaminated Material into uncontaminated areas.
- c. Do not resume the construction operations until so directed by Engineer.
- d. Dispose of the Contaminated Material in accordance with the requirements and regulations of any Local, State, or Federal agency having jurisdiction. Where Contractor performs work necessary to dispose of Contaminated material, and the Contract does not include pay items for disposal, the Department will pay for this work as unforeseeable work.
- e. The Department may agree to hold harmless and indemnify Contractor for damages when Contractor discovers or encounters Contaminated materials or pollutants during the performance of services for the Department when the presence of such materials or pollutants were unknown or not reasonably discoverable. Such indemnification agreements are only effective if Contractor immediately stops work and notifies the Department of the Contaminated material or pollutant problem.
- f. Such indemnification agreement is not valid for damages resulting from Contractor's willful, wanton, or intentional conduct or the operations of Contaminated and Hazardous Material Contractors.

L. Qualifications of Contractor's Personnel

- 1. Meet the personnel qualifications requirements stipulated in Article 105 of the DTPW Specifications.
- 2. Provide competent, careful, and reliable superintendents, foremen, and workmen. Provide workmen with sufficient skill and experience to properly perform the work assigned to them. Provide workmen engaged on special work, or skilled work, such as bituminous courses or mixtures, concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents, or Engineer may take action as prescribed below.
- 3. It is prohibited as a conflict of interest for a Contractor to subcontract with a Consultant to perform Contractor Quality Control when the Consultant is under contract with the Department to perform work on any project described in Contractor's Contract with the Department. Prior to approving a Consultant for Contractor Quality Control, Contractor shall submit to the Department a Certificate from the proposed Consultant certifying that no conflict of interest exists.
- 4. Whenever Engineer determines that any person employed by Contractor is incompetent, unfaithful, intemperate, disorderly, or insubordinate, Engineer will provide written notice and Contractor shall discharge

the person from the work. Do not employ any discharged person on the Project without the written consent of Engineer. If Contractor fails to remove such person or persons, Engineer may withhold all payments that are or may become due, or suspend the work until Contractor complies with such orders. Protect, defend, indemnify, and hold the County, its agents, officials, and employees harmless from all claims, actions, or suite arising from such removal, discharge, or suspension of employees.

M. Temporary Suspension of Contractor's Operations

1. Authority to Suspend Contractor's Operations:

- a. Engineer has the authority to suspend Contractor's operations, wholly or in part. Engineer will order such suspension in writing, giving in detail the reasons for the suspension. Contract Time will be charged during all suspensions of Contractor's operations.
- b. Any work in the public right of way may be temporarily suspended by the roadway governing authority. If an extension of Contact time is authorized pursuant to the requirements of the Contract Documents, it will be of a non-compensable nature. All costs associated with temporary suspension including any demobilization or re-mobilization costs are the sole responsibility of the Contractor and no extra compensation will be allowed.
- c. No additional time extension will be granted to Contractor when the operations are suspended for the following reasons:
 - 1) Contractor fails to comply with the Contract Documents.
 - 2) Contractor fails to carry out orders given by Engineer.
 - 3) Contractor causes conditions considered unfavorable for continuing the Work.
- d. Immediately comply with any suspension order. Do not resume operations until authorized to do so by Engineer in writing. Any operations performed by Contractor, and otherwise constructed in conformance with the provisions of the Contract, after the issuance of the suspension order and prior to Engineer's authorization to resume operations will be at no cost to the County. Further, failure to immediately comply with any suspension order will also constitute an act of default by Contractor and is deemed sufficient basis in and of itself for the Department to declare Contractor in default, with the exception that Contractor will not have ten calendar days to correct the conditions for which the suspension was ordered.

- 2. Prolonged Suspensions: If Engineer suspends Contractor's operations for an indefinite period, store

all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way. Take every reasonable precaution to prevent damage to or deterioration of the work performed. Provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and provide any temporary structures necessary for public travel through the project.

3. Permission to Suspend Contractor's Operations: Do not suspend operations or remove equipment or materials necessary for completing the work without obtaining Engineer's written permission. Submit all requests for suspension of operations in writing to Engineer, and identify specific dates to begin and end the suspension. Contractor is not entitled to any additional compensation for suspension of operations during such periods.

4. Suspension of Contractor's Operations-Holidays:

- a. Unless Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from Engineer, Contractor must not work on the following days: Martin Luther King, Jr. Day; President's Day, Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Saturday, and Sunday immediately preceding Labor Day; Columbus Day, Veterans' Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not Contractor's operations have been suspended.
- b. During such suspensions, remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet all applicable requirements for: (1) Maintenance of Traffic; and (2) Prevention, Control, and Abatement of Erosion and Water Pollution. Contractor is not entitled to any additional compensation for removal of equipment from clear zones or for compliance with the aforementioned requirements during such holiday periods.

- N. Computation of Contract Time

1. Date of Beginning of Contract Time: The Contract Time begins on the effective start date of the "Notice to Proceed." Perform the Work fully, entirely, and in accordance with the Contract Documents within the Contract Time(s) specified in the Contract Documents, or as may be extended in accordance with the provisions herein.

2. Contract Time Extensions:

- a. The Department will consider the delays in delivery of materials or component

equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

- b. The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment including traffic signal equipment, highway lighting equipment, etc., unless Contractor furnishes documentation that the order for such equipment was placed in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.
- c. The Department will consider the effect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:
 - 1) Delays are the result of either utility work that was not detailed in the plans, or utility work that was detailed in the plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.
 - 2) Utility work actually affected progress toward completion of controlling work items.
 - 3) Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with Contractor's operations to avoid delays.
- d. As a condition precedent to an extension of Contract Time, Contractor must submit to Engineer:
 - 1) A preliminary request for an extension of Contract Time made in writing to Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If Contractor fails to submit this required preliminary request for an extension of Contract Time, Contractor fully,

completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay; and

- 2) Further, Contractor must submit to Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If Contractor contends that the delay is compensable, then Contractor is also required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving Engineer of the timely opportunity to verify the delay and the costs of the delay, Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.
- e. Upon timely receipt of the preliminary request of Contract Time from Contractor, Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of Contractor, Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.
- f. The existence of an accepted schedule, including any required update(s), as required by the Contract Documents is a condition precedent to Contractor having any right to the granting of an extension of contract time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not

accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the Department's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the Department's determination as to entitlement as to either time or compensability will be final.

O. Default and Termination of Contract

1. Determination of Default:

- a. The following acts or omissions constitute acts of default and, except as to subparagraph 10) below, the Department will give notice, in writing, to Contractor and his surety for any delay, neglect or default, if Contractor:
 - 1) Fails to begin the work under the Contract within the time specified in the Notice to Proceed;
 - 2) Fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract;
 - 3) Performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that Engineer rejects as unacceptable and unsuitable;
 - 4) Discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after Engineer notifies Contractor to do so;
 - 5) Becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;
 - 6) Allows any final judgment to stand against him unsatisfied for a period of ten calendar days;
 - 7) Makes an assignment for the benefit of creditors;
 - 8) Fails to comply with Contract requirements regarding minimum wage payments;
 - 9) Fails to comply with Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order; or
 - 10) For any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the Department.

- b. For a notice based upon reasons stated in subparagraphs a. 1) through 8) and 10) above: if Contractor, within a period of ten calendar days after receiving the notice described above, fails to correct the conditions of which complaint is made, the Department will, upon written certificate from Engineer of the fact of such delay, neglect, or default and Contractor's failure to correct such conditions, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of Contractor and to declare Contractor in default.
- c. If Contractor, after having received a prior notice described above for any reason stated in subparagraph a. 2), 3), 4), 5), 6) or 8), commits a second or subsequent act of default for any reason covered by the same subparagraph a. 2), 3), 4), 5), 6) or 8) as stated in the prior notice, and regardless whether the specific reason is the same, then, regardless of whether Contractor has cured the deficiency stated in that prior notice, the Department will, upon written certificate from Engineer of the fact of such delay, neglect or default and Contractor's failure to correct such conditions, have full power and authority, without any prior written notice to Contractor and without violating the Contract, to take the prosecution of the work out of the hands of Contractor and to declare Contractor in default.
- d. Regarding subparagraph a. 9), if Contractor fails to comply with Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order, the Department will, upon written certificate from Engineer of the fact of such delay and Contractor's failure to correct that condition, have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of Contractor and to declare Contractor in default.
- e. The Department has no liability for anticipated profits for unfinished work on a Contract that the Department has determined to be in default.

2. Completion of Work by Department:

- a. Upon declaration of default, the Department will have full power to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter into an agreement with others to complete the work under the Contract, or may use other methods to complete the work in an acceptable manner. The Department will charge all costs that the Department incurs because of Contractor's default, including the costs of completing the work under the Contract, against Contractor. If the Department incurs such costs in an amount

that is less than the sum that would have been payable under the Contract had the defaulting Contractor completed the work then the Department will pay the difference to the defaulting Contractor. If the Department incurs such costs in an amount that exceeds the sum that would have been payable under the Contract, then Contractor and the surety shall be liable and shall pay the County the amount of the excess.

- b. If, after the ten day notice period and prior to any action by the Department to otherwise complete the work under the Contract, Contractor establishes his intent to prosecute the work in accordance with the Department's requirements, then the Department may allow Contractor to resume the work, in which case the Department will deduct from any monies due or that may become due under the Contract, any costs to the County incurred by the delay, or from any reason attributable to the delay.

3. Termination of Contract for Convenience:

- a. The Department may terminate the entire Contract or any portion thereof, if the Department determines termination is in the County's interest. Engineer will deliver to Contractor a Written Notice of Termination specifying the extent of termination and the effective date.
- b. When the Department terminates the entire Contract, or any portion thereof, before Contractor completes all items of work in the Contract, the Department will make payment for the actual number of units or items of work that Contractor has completed, at the Contract unit price, and as approved by Engineer for items of work partially completed, and such payments will constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for items of work not started. The Department will not consider any claim for loss of anticipated profits, or overhead of any kind (including home office and jobsite overhead or other indirect impacts).
- c. The Department will consider reimbursing Contractor for actual cost of mobilization (when not otherwise included in the Contract) including moving equipment to the job where the volume of the work that Contractor has completed is de minimis and thereby too small to compensate Contractor for these expenses under the Contract unit prices.
- d. The Department may purchase at actual cost acceptable materials and supplies procured for the work, that the Department has inspected, tested, and approved and that Contractor has not incorporated in the work. Submit the proof of actual cost, as shown by receipted bills and actual cost records, at

such points of delivery as Engineer may designate.

- e. Termination of a contract or a portion thereof, under the provisions of this Subarticle, does not relieve Contractor or the surety of its responsibilities for the completed portion of the Contract or its obligations for and concerning any just claims arising out of the work performed.

P. Release of Contractor's Responsibility

The Department considers the Contract complete when Contractor has completed all work and requirements of the Contract and the Department has accepted the Work. The Department will then release Contractor from further obligation except as set forth in the Contract Bonds, and except as allowed by the Contract Documents subsequent to Final Payment.

1.07 MEASUREMENT AND PAYMENT

A. Compensation

1. Compensation provided by the Contract, through the various scheduled items having awarded Contract Unit Prices, constitutes full payment for completing the Work and meeting all requirements of the Contract Documents. Approved payments will be made only under items having awarded Contract Unit Prices that are measured and accepted by Engineer.
2. The aforementioned compensation includes:
 - a. Full payment for furnishing any material, supply, equipment, tool, labor, supervision, or meeting any requirement that is reasonably inferred or incidental to the Work whether or not specifically called for by the Contract Documents.
 - b. Items of work that do not have awarded Contract Unit Prices, even if the items appear within the Articles of these Specifications or anywhere else in the Contract Documents. These items will not be measured separately for payment. Compensation for performing any work or meeting any requirement associated with these items is included in approved payments made under the various scheduled items having awarded Contract Unit Prices.
3. For Job Order Contracts, the Contract Unit Price, where referenced anywhere in these Contract Documents, is the price which results from the multiplication of the unit price provided by the County on the Project Bid Form times the awarded Contractor's percentage factor. All compensation for services called for in this Contract shall be made on the basis of the Contract Unit Prices for quantities based upon the actual work performed and accepted by Engineer. Such compensation shall be complete payment for all phases of the operation and no additional payment shall be made for any reason whatsoever.

4. Miami-Dade County offers a payment option that will expedite County payments to your organization via Automatic Clearing House transfers instead of the issuance and mailing of a County check. More information is available at <http://www.miamidade.gov/finance/vendor-payment.asp#5>. The form can also be found on the Appendices to the Special Provisions.

B. Contingency Allowance Account

1. A Contingency Allowance account has been established for the Work under this Contract. The Total Contract award amount will include no more than ten percent (10%) Contingency Allowance Account. Contractor is not entitled to funds from the Contingency Allowance Account unless, at the discretion of Engineer, work is directed to be performed that is beyond the scope of established pay items. Contractor shall perform such work only upon receipt of an executed Miami-Dade-County Contingency Allowance Account expenditure form from Engineer.

C. Florida Power And Light Connection Allowance

1. County will reimburse Contractor, at invoice cost, for the services of the Florida Power and Light (FPL) connection fees required by Engineer. The necessary invoices shall be submitted to Engineer for inclusion in the payment requisition. This payment will be made from the appropriate dedicated allowance. If no dedicated allowance is provided, then payment shall be made from the Contingency Allowance Account.

D. Retainage; Punch List Requirements

1. Amount of retainage.
 - a. An amount of 5-percent retainage will be withheld from each progress payment made to Contractor.
2. Project closeout (Punch List).
 - a. Within 21 days of reaching Substantial Completion and performance of required inspection(s), Engineer, with cooperation of Contractor, will develop a single punch list subject to the provisions of Section 218.735 (7) of the Florida Statutes (F.S.), listing all items necessary to render complete, satisfactory, and acceptable to Engineer all work and requirements of the Contract. Contractor will review and comment as necessary to assist Engineer in the preparation of the final draft of the list during the aforementioned timeframe.
 - b. Engineer will provide Contractor with the Punch List within 5 days after the List has been developed and reviewed as provided in Subarticle 2.a above. Contractor must immediately work on completion of the items listed and provide to Engineer within 5 days of receipt of the Punch List, a final schedule for the completion of all pending work and

requirements of the Contract. The schedule must provide for the final completion of all Contract requirements and acceptance by the Engineer prior to the expiration of the Contract.

c. For work order or multiphase projects:

- 1) Provide a punch list listing all items necessary to render complete, satisfactory, and acceptable to Engineer all work and requirements for each phase or work order as applicable.
- 2) All time limitations and requirements stipulated above apply except that the timeframe requirements for the individual punch lists are based on the specific phase or work order's substantial completion.

3. Release of Retainage.

a. The release of retainage is subject to Section 218.735 (7), F.S. and may be requested as follows:

- 1) Upon completion of all items on the punch list and their acceptance by Engineer, Contractor may submit a payment request for all remaining retainage withheld by the County
- 2) under this Contract. If a good faith dispute exists as to whether one or more items identified on the Punch List have been completed pursuant to the Contract requirements, the County may continue to withhold an amount equal to 150 percent of the total costs to complete such items.
- 3) The County is not required to pay or release any amounts of retainage that are the subject of a good faith dispute, the subject of a claim brought pursuant to Section 255.05, F.S., or otherwise the subject of a claim or demand by the County or Contractor.

E. Measurement of Quantities

1. Measurement Standards: Engineer will measure all work completed under the Contract in accordance with the United States Standard Measures.
2. Method of Measurements: Engineer will take all measurements horizontally or vertically as applicable.
3. Determination of Pay Areas:
 - a. Final Calculation: When measuring items paid for on the basis of area of finished work, where the pay quantity is designated to be determined by calculation, Engineer will use lengths and widths in the calculations based on the station to station dimensions shown on the plans; the station to station dimensions actually constructed within the limits designated by Engineer; or the final dimensions measured along the surface of the completed work within the neat lines shown on the Plans or designated by Engineer. Engineer will use the method or

combination of methods of measurement that reflect, with reasonable accuracy, the actual surface area of the finished work as Engineer determines.

4. Construction Outside Authorized Limits: Engineer will not pay for surfaces constructed over a greater area than authorized, or for material that Contractor has moved from outside of slope stakes and lines shown on the plans, except where Engineer provides written instruction for Contractor to perform such work.

5. Truck Requirements: Provide all trucks with numbers and certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. This capacity will include the truck body only and any side boards added will not be included in the certified truck body capacity. Ensure the lettering and numbers are legible for identification purposes at all times.

6. Ladders and Instrument Stands for Bridge Projects:

- a. On bridge projects, in order to facilitate necessary measurements, provide substantial ladders to the tops of piers and bents, and place and move such ladders as Engineer directs.
- b. For bridge projects crossing water or marshy areas, supply fixed stands for instrument mounting and measurements, in accordance with the details stipulated in the Specifications for the project.

F. Fuel Adjustment

1. DTPW will, in the Contract Documents, provide an estimated quantity for fuel requirements for diesel to cover the Work specified in the Contract. Price adjustments will be made only for the amount of diesel fuel estimated by the DTPW required to complete the Contract. The requirement of fuel for each pay item is estimated by multiplying FDOT's standard fuel factor for that pay item by the quantity of that pay item. On Contracts with an original Contract Time in excess of 120 calendar days, DTPW will make price adjustments on each applicable progress estimate to reflect increases or decreases in the price of diesel from those in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments for fuel will be made only when the current fuel price (CFP) varies by more than 5% from the price prevailing in the month when bids were received (BFP), and then only on the portion that exceeds 5%.
2. Price adjustments will be based on the monthly bulk average price for diesel as derived by FDOT. These average indexes shall be determined by averaging bulk fuel prices on the first day of each month as quoted by major oil companies that are reasonably expected to furnish fuel for projects in the State of Florida. Average price indices for will be available on FDOT Construction Office website before the 15th of each month, at the following URL:

<https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm>.

3. Payment will be based on the quantities shown on the progress estimate on all items for which established standard fuel factors are on a file maintained by DTPW. Payment on progress estimates will be adjusted to reflect adjustments in the prices for diesel in accordance with the following:
 - a. When fuel prices have decreased between month of bid and month of this progress estimate:
 - 1) $A_i = F_i (P_i - 0.95 P_b)$ during a period of decreasing prices.
 - 2) A_i = Total dollar amount - positive or negative - of the cost adjustment for fuel used by the Contractor during the month "i."
 - 3) F_i = Total gallons calculated as being used during the month.
 - 4) P_i = Average price for fuel prevailing during month "i."
 - 5) P_b = Average price for fuel prevailing during the month "b" when bids were received on this Contract.
 - b. When fuel prices have increased between month of bid and month of this progress estimate:
 - 1) $A_i = F_i (P_i - 1.05 P_b)$ during a period of increasing prices.
 - 2) A_i = Total dollar amount - positive or negative - of the cost adjustment for fuel used by the Contractor during the month "i."
 - 3) F_i = Total gallons calculated as being used during the month.
 - 4) P_i = Average price for fuel prevailing during month "i."
 - 5) P_b = Average price for fuel prevailing during the month "b" when bids were received on this Contract
 4. Payment will be made on the current progress estimate to reflect the index difference at the time Work was performed.
 5. Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable Work
- G. Bituminous Material
- a. On Contracts having an original Contract Time of more than 365 calendar days, or more than 5,000 tons of asphalt concrete, the Department will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which bids were received. Contractor will not be given the option of accepting or rejecting this adjustment. Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing in the month when bids were received (BAPI), and then only on the portion that exceeds 5%.
 - b. The Department will use the API determined by FDOT and available on the FDOT Office of Construction website L: <https://www.fdot.gov/construction/fuel-bit/fuelbit.shtm>.
 - c. Payment on progress estimates will be adjusted to reflect adjustments in the prices for bituminous materials in accordance with the following:
 - 1) \$ Adjustment = (ID)(Gallons)
 - 2) Where ID = Index Difference = [CAPI - 0.95(BAPI)] when the API has decreased between the month of bid and month of this progress estimate.
 - 3) Where ID = Index Difference = [CAPI - 1.05(BAPI)] when the API has increased between the month of bid and month of this progress estimate.
 - 4) Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.
 - 5) For asphalt concrete items payable by the ton, the number of gallons will be determined assuming a mix design with 6.25 percent liquid asphalt weighing 8.58 lb/gal.
 - 6) Asphalt concrete items payable by the square yard will be converted to equivalent tons assuming a weight of 100 lb/yd² per inch.
2. Non-Duplication of Payment: In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, the Department will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.
- H. Material Adjustments for Aluminum, PVC, and Copper.
1. DTPW will make price adjustments for aluminum, PVC, and copper materials included in the Contract pay item list in accordance with the following procedures:
 - a. Prepare separate Contractor's Certification of Quantities for each material invoice month using the FDOT forms for Material Price Adjustment. <https://www.fdot.gov/construction/material-price-adjustment>.
 - b. Submit certifications for materials purchased. Submit certifications for subsequent estimate

periods as directed by the Engineer, based on the quantity of each material purchased within the estimate period. Material certifications reflecting quantities beyond the final contract quantity shall not be accepted. Ensure each certification includes the Contract Number, Certification Date and Number, the period the certification represents, and the quantity represented by each invoice for each pay item. Submit material invoices with each certification and clearly identify the following:

- 1) Pay Item Number
 - 2) Certification Quantity
 - 3) Invoice Number
 - 4) Invoice Date
 - 5) Invoice Quantity
 - 6) Invoice Unit Price
 - 7) Invoice Total
2. On Contracts with an original Contract Time of more than 120 days, DTPW will adjust the unit price to reflect increases or decreases in material costs from those in effect during the month in which bids were received. The contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments will be made only when the invoice month material price index (IMP) varies by more than 5% from the price index prevailing in the month when the bids were received (BMP), and then only on the portion that exceeds 5%.
 3. DTPW will use factors to determine the percentage of unit price applicable to material only. Price Adjustments will be based on the USDOL monthly Producer Price Index (PPI). The Material Price indices will be available on the FDOT Construction Office website before the 15th of each month at the following website: <https://www.fdot.gov/construction/material-priceadjustment>
 4. Payment on progress estimates will be adjusted to reflect adjustments in the prices for aluminum, PVC, and copper materials in accordance with the following:
 - a. $\$ \text{ Adjustment} = (\text{quantity})(\text{unit price})(\text{material factor})(\text{ID})$
 - b. Where $\text{ID} = \text{Index \% Difference} = [\text{IMP} - 0.95(\text{BMP})] / \text{BMP}$ when the IMP has decreased between the month of bid and the month of material invoice.
 - c. Where $\text{ID} = \text{Index \% Difference} = [\text{IMP} - 1.05(\text{BMP})] / \text{BMP}$ when the IMP has increased between the month of bid and the month of material invoice.
 5. A line-item adjustment will be made on the last progress estimate prior to the final estimate to each applicable pay item to reflect the cumulative value of all Contractor Certification of Quantities submitted throughout the duration of the contract.

6. Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision for work performed by a subcontractor shall distribute such adjustment to subcontractors who perform applicable work.

7. DTPW reserves the right to audit the Contractor's records pertaining to the material certifications submitted for this Contract.

1. Material Adjustments for Steel Guardrail

1. DTPW will make price adjustments for steel guardrail materials included in the Contract pay item list in accordance with the following procedures:
2. Prepare separate Contractor's Certification of Quantities for each material invoice month using the FDOT form for Material Price Adjustment. <https://www.fdot.gov/construction/material-price-adjustment>.
3. Submit certifications for materials purchased. Submit certifications for subsequent estimate periods as directed by the Engineer, based on the quantity of each material purchased within the estimate period. Material certifications reflecting quantities beyond the final contract quantity shall not be accepted. Ensure each certification includes the Contract Number, Certification Date and Number, the period the certification represents, and the quantity represented by each invoice for each pay item. Submit material invoices with each certification and clearly identify the following:
 4. Pay Item Number
 5. Certification Quantity
 6. Invoice Number
 7. Invoice Date
 8. Invoice Quantity
 9. Invoice Unit Price
 10. Invoice Total
11. On Contracts with an original Contract Time of more than 120 days, DTPW will adjust the unit price to reflect increases or decreases in material costs from those in effect during the month in which bids were received. The contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments will be made only when the invoice month material price index (IMP) varies by more than 5% from the price index prevailing in the month when the bids were received (BMP), and then only on the portion that exceeds 5%.
12. DTPW will use factors to determine the percentage of unit price applicable to material only. Price Adjustments will be based on the USDOL monthly Producer Price Index (PPI). The Material Price indices will be available on the FDOT Construction Office website before the 15th of each month at the following website: <https://www.fdot.gov/construction/material-price-adjustment>.

13. Payment on progress estimates will be adjusted to reflect adjustments in the prices for aluminum, PVC, and copper materials in accordance with the following:
 - a. $\$ \text{ Adjustment} = (\text{quantity})(\text{unit price})(\text{material factor})(\text{ID})$
 - b. Where $\text{ID} = \text{Index \% Difference} = [\text{IMP} - 0.95(\text{BMP})] / \text{BMP}$ when the IMP has decreased between the month of bid and the month of material invoice.
 - c. Where $\text{ID} = \text{Index \% Difference} = [\text{IMP} - 1.05(\text{BMP})] / \text{BMP}$ when the IMP has increased between the month of bid and the month of material invoice.
14. : A line-item adjustment will be made on the last progress estimate prior to the final estimate to each applicable pay item to reflect the cumulative value of all Contractor Certification of Quantities submitted throughout the duration of the contract.
15. Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision for work performed by a subcontractor shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.
16. DTPW reserves the right to audit the Contractor's records pertaining to the material certifications submitted for this Contract.

J. Lump Sum Quantities

1. Error in Lump Sum Quantity: Where the Department designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the Department will adjust the lump sum compensation only in the event that either Contractor submits satisfactory evidence or the Department determines from satisfactory evidence that a difference exists between the original plan quantity and final quantity of greater than 5 percent.
2. Authorized Changes in Work: Where the Department designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the Department will adjust compensation for that item proportionately when an authorized plan change is made which results in an increase or decrease in the quantity of that item. When the plans do not show an estimated plan quantity or the applicable specifications do not provide adjustments for contingencies, the Department will compensate for any authorized plan change resulting in an increase or decrease in the cost of acceptably completing the item by establishing a new unit price through a Change Order.

K. Deleted Work

1. The Department will have the right to cancel the portions of the Contract relating to the construction of any acceptable item therein, by the payment to Contractor of a fair and equitable amount covering all items of cost incurred prior to the date that Engineer cancels the work.

L. Partial Payments

1. General:

- a. Engineer will make partial payments on monthly estimates based on the amount of work that Contractor completes during the month (including delivery of certain materials, as specified herein below). Engineer will make approximate monthly payments, and the Department will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.
 - b. The Department will base the amount of such payments on the total value of the work that Contractor has performed to the date of the estimate, based on the quantities completed as determined by Engineer and the Contract prices, less payments previously made and less any retainage withheld.
2. Withholding Payment for Defective Work: If the Department discovers any defective work or material prior to the final acceptance, or if the Department has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the Department will not allow payment for such defective or questioned work until Contractor has remedied the defect and removed any causes of doubt.

3. Partial Payments for Delivery of Certain Materials:

a. General:

- 1) The Department may allow partial payments for new materials that will be permanently incorporated into the Project and are stockpiled in approved locations in the project vicinity. Stockpile materials so that they will not be damaged by the elements.
- 2) The following conditions apply to all partial payments for stockpiled materials:
 - a) There must be reasonable assurance that the stockpiled material will be incorporated into the Project.
 - b) The stockpiled material must be approved by Engineer as meeting applicable specifications.
 - c) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the Project.
 - d) Contractor must furnish Engineer with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
 - e) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.
 - f) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

b. Partial Payment Amounts: The following partial payment restrictions apply:

- 1) Partial payments less than \$5,000 for any one month will not be processed.
- 2) Partial payments for structural steel and precast prestressed items will not exceed 85% of the Contract price for the item. Partial payments for all other items will not exceed 75% of the Contract price of the item in which the material is to be used.
- 3) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

4. Certification of Payment to Subcontractors:

- a. The term "subcontractor," as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Department has made partial payment and firms working under equipment-rental agreements. Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Department will make a further progress (partial) payment. Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete, as determined by the Department. Prior to receipt of any progress (partial) payment, Contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor's work. Provide this certification in the form designated by the Department.
- b. Within 30 days of Contractor's receipt of the final progress payment or any other payments thereafter, except the final payment, Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The Department will honor an exception to the above when Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Department and the affected subcontractors or suppliers within said 30-day period.

M. Record of Construction Materials

1. General: For all construction materials used in the construction of the Project, (except materials for materially generally classed as non-commercial), preserve for the Department's inspection the invoices and records of the materials for a period of five years from the date of completion of the Project. Apply this requirement when subcontractors purchase materials, and obtain the invoices and other materials records from the subcontractors. By providing the materials, Contractor certifies that all invoices will be maintained for the required period.

N. Recovery Rights, Subsequent to Final Payment

1. The Department reserves the right, if it discovers an error in the partial or final payments, or if it discovers that Contractor performed defective work or used defective materials, after the final payment has been made, to claim and recover from Contractor or his surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials.
2. Retain all records pertaining to the Project for a period of five years from the date of Engineer's final acceptance of the Project and final payment, or greater if required by record retention laws. Upon request, make all such records available to the Department or its representative. For the purpose of this Article, records include all books of account, supporting documents, and papers that the Department deems necessary to ensure compliance with the Contract provisions.

CONSTRUCTION SPECIFICATIONS

SPECIFICATIONS

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101 MOBILIZATION (REV. 03-12-2013)

A. Description.

1. Perform preparatory work and operations in mobilizing for beginning work on the Project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site(s) and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities.
2. Include the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials.

B. Basis of Payment.

1. When No Separate Item for Mobilization is Included in the Contract:
 - a. All work and incidental costs specified as being covered under this Article will be included for payment under the several scheduled items of the overall Contract, and no separate payment will be made therefore.
2. When a Separate Pay Item for Mobilization is Included in the Contract:
 - a. The work and incidental costs specified as being covered under this Article will be paid for at the Contract lump sum price for the Mobilization pay item, after an executed Notice to Proceed has been issued, by partial payments made in accordance with the following:
 - 1) For contracts of 120 contract days duration or less, partial payment will be made at 50% of the bid price per month for the first two months. For contracts in excess of 120 contract days duration, partial payment will be made at 25% of the bid price per month for the first four months. In no event shall more than 50% of the bid price be paid prior to commencing construction on the project site.
 - 2) Total partial payments for Mobilization on any project, including when more than one project or job is included in the Contract, will be limited to 10% of the original Contract amount for that project. Any remaining amount will be paid upon completion of all work on the Contract.
 - 3) Retainage, as specified in the Contract Documents, will be applied to all partial payments.
 - 4) Partial payments made on this Subarticle will in no way act to preclude or limit any of the provisions for partial payments otherwise provided for by the Contract.

3. Basis of Payment:

- a. No item for "Mobilization" has been provided in the Bid Form of the Proposal; however, the Contractor will be entitled to collect a Mobilization fee of \$500 per Work Order. This amount will be paid from a dedicated allowance established by the County.

102 MAINTENANCES OF TRAFFIC (REV. 12-15-2015)

A. Description.

1. General:

- a. Maintain, for the duration of the construction period including any temporary suspensions of the Work, all traffic including pedestrian traffic within the limits of the Project starting the day work begins on the Project or the first day Contract time is charged, or on the day work begins on the work order, whichever is earlier .
 - b. Construct and maintain detours.
 - c. Provide facilities for access to residences, businesses, etc., along the Project.
 - d. Furnish, install and maintain traffic control and safety devices during construction in accordance with FDOT Index 600 Series of the FDOT Design Standards, or as directed by Engineer. MOT includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Provide pickup, removal and disposal of litter and mow turf or vegetation within the MOT limits as required by Article 107.
 - e. Furnish and install work zone pavement markings for maintenance of traffic (MOT) in construction areas.
 - f. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans or directed by Engineer.
2. Unless otherwise directed by Engineer or required by the Contract Documents, do not maintain traffic over those portions of the Project where no work is to be accomplished or where construction operations will not affect existing roads including sidewalks.
 3. Do not obstruct or create a hazard to any traffic during the performance of the Work and repair any damage to existing pavement open to traffic.
 4. Traffic may be detoured only upon approval by the County Engineer. Contractor must submit for review and approval an updated MOT plan prior to closure of any roads.
 5. The Department may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.
 6. Due to traffic congestion, work hours other than normal established hours may be required by the Engineer. In the case of extreme traffic or weather conditions, Contractor may be required to remove their operation from the roadway and/or right of way, at the discretion of the Engineer or the Traffic Control Officer at no additional compensation.

B. Materials.

1. Meet the following requirements:

Bituminous Adhesive	FDOT Section 970
Temporary Retroreflective Markers	FDOT Section 990
Paint	FDOT Section 971
Removable Tape	FDOT Section 990
Glass Spheres	FDOT Section 971
Temporary Traffic Control Device Materials	FDOT Section 990
Retroreflective and Nonreflective Sheeting for Temporary Traffic Control Devices	FDOT Section 994

2. Temporary Traffic Control Devices: Use only the materials meeting the requirements of FDOT Section 990, FDOT Section 994, FDOT Design Standards and the Manual on Uniform Traffic Control Devices (MUTCD).
3. Detour: Provide all materials for the construction and maintenance of all detours.
4. Commercial Materials for Driveway Maintenance: Provide materials of the type typically used by FDOT for roadway base construction, including reclaimed asphalt pavement material, and having stability and drainage properties that will provide a firm surface under wet conditions.

C. Worksite Traffic Supervisor.

1. Provide a worksite traffic supervisor meeting the requirements of Article 105. Provide the worksite traffic supervisor with all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations.
2. Ensure that the worksite traffic supervisor performs the following duties:
 - a. On site direction of all traffic control on the Project.
 - b. Is on site during all MOT set up and take down and performs a drive through inspection immediately after set up.
 - c. Is on site during all nighttime operations to ensure proper MOT.
 - d. Immediately corrects all safety deficiencies and does not permit minor deficiencies that are not immediate safety hazards to remain uncorrected for more than 24 hours.
 - e. Is available on a 24 hour per day basis and present within 45 minutes after notification of an emergency situation and is prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.
 - f. Conducts daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations. Advise Engineer and the Project personnel of the schedule of these inspections and give them the

opportunity to join in the inspection as is deemed necessary.

3. The Department may disqualify and remove from the Project a worksite traffic supervisor who fails to comply with the provisions of this Article.

D. Submittals

1. Traffic Control Plan

- a. Submit at Contractor's own expense a Traffic Control Plan (TCP) for approval by the County when a final TCP was not provided by the County as part of the original Contract Documents. Sequence the Work in a manner that will minimize disruption of vehicular and pedestrian access through and around the Project's construction area(s).
- b. The TCP must detail procedures and protective measures proposed by Contractor to provide for protection and control of traffic affected by the Work consistent with the following applicable standards:
 - 1) The Contract Documents;
 - 2) "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) and subsequent revisions and addendums, as published by the U.S. Department of Transportation, Federal Highway Administration;
 - 3) The 600 Series indices of the FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System; and
 - 4) The Miami-Dade County Public Works Manual.
- c. All references to the respective agencies in the above referenced standards shall be construed to also include more stringent requirements of the jurisdictional municipality as applicable for this Work.
- d. The TCP must be signed and sealed by a Professional Engineer registered in the state of Florida and shall include proposed locations and time durations of the following, as applicable:
 - 1) Pedestrian and public vehicular traffic routing.
 - 2) Lane and sidewalk closures, other traffic blockage and lane restrictions and reductions anticipated to be caused by construction operations. Show and describe the proposed location, dates, hours and duration of closure, vehicular and pedestrian traffic routing and management, traffic control devices for implementing pedestrian and vehicular movement around the closures, and details of barricades.
 - 3) Location, type and method of shoring to provide lateral support to the side of an excavation or embankment parallel to an open travel-way.
 - 4) Allowable on-street parking within the immediate vicinity of worksite.
 - 5) Access to buildings immediately adjacent to worksite.
 - 6) Driveways blocked by construction operations.

- 7) Temporary traffic control devices, temporary pavement striping and marking of streets and sidewalks affected by construction
 - 8) Temporary commercial and industrial loading and unloading zones.
 - 9) Construction vehicle reroutes, travel times, staging locations, and number and size of vehicles involved.
 - e. Obtain and submit prior to erection, or otherwise impacting traffic, all required permits from all authorities having jurisdiction, including the Department, if applicable.
2. Alternative Traffic Control Plan.
- a. Where a TCP is provided by the County with the Contract Documents, Contractor may still propose an alternative TCP to the plan presented in the Contract Documents. Prepare the TCP in conformance with the requirements stipulated in this Specification and in the form outlined in the current version of FDOT's Plans Preparation Manual. Indicate in the plan a TCP for each phase of activities. Have Contractor's Engineer of Record sign and seal the alternative plan. Take responsibility for identifying and assessing any potential impacts to a utility that may be caused by the alternate TCP proposed by Contractor and
 - b. notify the Department in writing of any such potential impacts to utilities.
 - c. Engineer's approval of the alternate TCP does not relieve Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including TCPs) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.
 - d. The Department reserves the right to reject any alternative TCP. Obtain Engineer's written approval before beginning work using an alternate TCP. Engineer's written approval is required for all modifications to the TCP. Engineer will only allow changes to the TCP in an emergency without the proper documentation.
3. Comprehensive Weekly Report:
- a. Submit to Engineer a comprehensive weekly report of the daily inspections performed and detailing the condition of all traffic control devices (including pavement markings) being used.
 - b. Include assurances in the report that pedestrians are accommodated with a safe, accessible travel path around work sites separated from mainline traffic in compliance with the Americans with Disabilities Act (ADA) Standards for Transportation Facilities, that existing or detoured bicyclist paths are being maintained satisfactorily throughout the Project limits, and that existing businesses in work areas are being provided with adequate entrances for vehicular and pedestrian traffic during business hours.
 - c. When deficiencies are found, the worksite traffic supervisor is to note such deficiencies and include the proposed or implemented corrective actions, including the date corrected.
 - d. Have the worksite traffic supervisor sign the report and certify that all of the above issues are being handled in accordance with the Contract Documents.
- E. Traffic Control.
1. Standards: FDOT Design Standards are the minimum standards for the use in the development of all TCPs. The MUTCD, Part VI is the minimum national standard for traffic control for highway construction, maintenance, and utility operations. Follow the basic principles and minimum standards contained in these documents for the design, application, installation, maintenance, and removal of all traffic control devices, warning devices and barriers which are necessary to protect the public and workers from hazards within the Project limits.
 2. Maintenance of Roadway Surfaces:
 - a. Maintain all lanes that are being used for the MOT, including those on detours and temporary facilities, under all weather conditions. Keep the lanes reasonably free of dust, potholes and rutting. Provide the lanes with the drainage facilities necessary to maintain a smooth riding surface under all weather conditions.
 3. Number of Traffic Lanes:
 - a. Maintain one lane of traffic in each direction.
 - b. Maintain two lanes of traffic in each direction at existing four (or more) lane cross roads, where necessary to avoid undue traffic congestion.
 - c. Construct each lane used for MOT at least as wide as the traffic lanes existing in the area before commencement of construction.
 - d. Do not allow traffic control and warning devices to encroach on lanes used for MOT.
 - e. Engineer may allow Contractor to restrict traffic to one-way operation for short periods of time provided that Contractor employs adequate means of traffic control and does not unreasonably delay traffic. When a construction activity requires restricting traffic to one-way operations, locate the flaggers within view of each other when possible. When visual contact between flaggers is not possible, equip them with 2-way radios, official, or pilot vehicles, or use traffic signals.
 4. Crossings and Intersections:
 - a. Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any road or street crossing the Project unless approved by Engineer. Before beginning any construction, provide Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.
 5. Access for Residences and Businesses: Provide continuous access to all residences and all places of business.
 6. Protection of the Work from Injury by Traffic: Where traffic would be injurious to a base, surface course, or structure constructed as a part of the work, maintain all traffic

outside the limits of such areas until the potential for injury no longer exists.

7. Flagger: Provide trained flaggers in accordance with Article 105.

8. Conflicting Pavement Markings:

- a. Where the lane use or where normal vehicle or pedestrian paths are altered during construction, remove all pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) that will conflict with the adjusted vehicle or pedestrian paths. Use of paint to cover conflicting pavement markings is prohibited. Remove conflicting pavement markings using a method that will not damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions.
- b. Remove all pavement markings that will be in conflict with "next phase of operation" vehicle pedestrian paths as described above, before opening to vehicle traffic or use by pedestrians.
- c. Cost for removing conflicting pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) to be included in the Project costs for Maintenance of Traffic (General).

9. Vehicle and Equipment Visibility:

- a. Equip all pickups and automobiles used on the Project with a minimum of one Class 2 amber or white warning light that meets the Society of Automotive Engineers Recommended Practice SAE J595, dated November 1, 2008, or SAE J845, dated December 1, 2007, and incorporated herein by reference. Existing lights that meet SAE J845, dated March, 1992, or SAE J1318, dated April, 1986, may be used to its end of service life. Warning lights shall be a high intensity amber or white rotating, flashing, oscillating or strobe light. Lights should be unobstructed by ancillary vehicle equipment such as ladders, racks or booms. If the light is obstructed, additional lights will be required. The lights shall be operating when a vehicle is in a work area where a potential hazard exists, when operating the vehicle at less than the average speed for the facility while performing work activities, making frequent stops or called for in the Plans or FDOT Design Standards.
- b. Equip all other vehicles and equipment with a minimum of 4 square feet of retroreflective sheeting or flashing lights.
- c. To avoid distraction to motorists, do not operate the lights on the vehicles or equipment when the vehicles are outside the clear zone or behind a barrier.

10. No Waiver of Liability: Conduct operations in such a manner that no undue hazard results due to the requirements of this Article. The procedures and policies described herein in no way acts as a waiver of any terms of the liability of Contractor or his surety.

F. Detours.

1. General: Construct and maintain detour facilities wherever it becomes necessary to divert traffic from any existing roadway or bridge, or wherever construction operations block the flow of traffic.

2. Construction: Plan, construct, and maintain detours for the safe passage of traffic in all conditions of weather. Provide the detour with all facilities necessary to meet this requirement. Where pedestrian facilities are detoured, blocked or closed during the work, provide safe alternate accessible routes through or around the work zone meeting the requirements of the ADA Standards for Transportation Facilities.

3. Construction Methods: Select and use construction methods and materials that provide a stable and safe detour facility. Construct the detour facility to have sufficient durability to remain in good condition, supplemented by maintenance, for the entire period that the detour is required.

4. Removal of Detours: Remove detours when they are no longer needed and before the Contract is completed. Take ownership of all materials from the detour and dispose of them, except for the materials on loan from the Department with the stipulation that they are returned.

5. Detours Over Existing Roads and Streets: When the Department specifies that traffic be detoured over roads or streets outside the Project area, do not maintain such roads or streets. However, maintain all signs and other devices placed for the purpose of the detour.

6. Operation of Existing Movable Bridges:

a. At the pre-construction meeting, the Engineer and the Contractor will select a date for the County to turn over the bridge maintenance and operations responsibilities. In the event that this date is not discussed, the Contractor will take full responsibility at the NTP date.

b. In addition to bridge maintenance responsibilities during the duration of the project, Contractor is responsible for having qualified and sufficient number of bridge operators to be able to operate the bridge in accordance USCG regulations – specifically, Title 33- Navigation and Navigable Waters, Chapter I - U.S. Coast Guard, Department of Homeland Security, Subchapter J-Bridges, Part 117--Drawbridge Operation Regulations, Subpart B--Specific Requirements § 117.5.

c. County's bridge operators are scheduled as follows:

1st Shift: 12am to 8am

2nd Shift: 8am to 4pm

3rd Shift: 4pm to 12am

d. This allows the bridge to be operational on a 7 days/week, 365 days per year basis.

e. When removing bridges: Once the bridge is removed Contractor is relieved of this responsibility; however, upon completion of the construction of the new bridge and until the new bridge is officially returned to the County, the contractor is obligated to operate the bridge in accordance with the established USCG regulation.

f. Make immediate repairs of any damage to such structures caused by use or operations related to the work at no expense to the County, but do not provide routine repairs or maintenance. In the event that use or operations result in damage to a bridge requiring

repairs, give such repairs top priority to any equipment, material, or labor available.

G. Traffic Control Officer.

1. Provide uniformed law enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic in the work zone as required by Engineer and when the following types of work is necessary on projects:
 - a. Directing traffic/overriding the signal in a signalized intersection.
 - b. When FDOT Design Standards, Index No. 655 Traffic Pacing for overhead work is called for in the Plans or approved by Engineer.
 - c. When pulling conductor/cable above an open traffic lane on limited access facilities, when called for in the Plans or approved by Engineer.
 - d. When FDOT Design Standards, Index No. 625 Temporary Road Closure 5 Minutes or Less is used.

H. Driveway Maintenance.

1. General: Ensure that each residence and business has safe, stable, and reasonable access.
2. Construction Methods:
 - a. Place, level, manipulate, compact, and maintain the material, to the extent appropriate for the intended use.
 - b. As permanent driveway construction is accomplished at a particular location, Contractor may salvage and reuse previously placed materials that are suitable for reuse on other driveways.

I. Temporary Traffic Control Devices.

1. Installation and Maintenance:
 - a. Install and maintain temporary traffic control devices as detailed in the Plans, Index 600 of the FDOT Design Standards and when applicable, in accordance with the approved vendor drawings, as provided on FDOT's Approved Products List (APL) and the TSSQPL. Erect the required temporary traffic control devices to prevent any hazardous conditions and in conjunction with any necessary traffic re-routing to protect the traveling public, workers, and to safeguard the work area. Use only those devices that are on the FDOT APL and the TSSQPL. Immediately remove or cover any devices that do not apply to existing conditions.
 - b. All temporary traffic control devices must meet the requirements of National Cooperative Highway Research Program Report 350 (NCHRP 350) or the Manual for Assessing Safety Hardware 2009 (MASH) and current FHWA directives.
 - c. For devices requiring field assembly or special site preparation, vendor drawings shall include all field assembly details and technical information necessary for proper application and installation and must be signed and sealed by a Professional Engineer registered in the State of Florida.

- d. Ensure that the FDOT APL number is permanently marked on the device at a readily visible location. Sheeting used on devices is exempt from this marking requirement.
- e. Notify Engineer of any scheduled operation which will affect traffic patterns or safety sufficiently in advance of commencing such operation to permit his review of the plan for the proposed installation of temporary traffic control devices.
- f. Ensure an employee is assigned the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep Engineer advised at all times of the identification and means of contacting this employee on a 24 hour basis.
- g. Keep temporary traffic control devices in the correct position, properly directed, clearly visible and clean, at all times. Ensure that all traffic control devices meet acceptable standards as outlined in American Traffic Safety Services Association (ATSSA) "Quality Guidelines for Temporary Traffic Control Devices and Features". Immediately repair, replace or clean damaged, defaced or dirty devices. Traffic control devices shall not be cleaned while installed/used. Use of warning lights on any temporary traffic control device is prohibited.

2. Work Zone Signs:

- a. Furnish, install, maintain, remove and relocate signs in accordance with the Plans and FDOT Design Standards, Index No. 600. Use signs that meet the material and process requirements of FDOT Section 994. Use Type IV sheeting for fluorescent orange work zone signs. Roll-up signs must meet the requirements of Type VI sheeting. Use Type IV or Type XI sheeting for all other work zone signs. Attach the sign to the sign support using hardware meeting the manufacturer's recommendations on the FDOT APL vendor drawings or as specified in the FDOT Design Standards.

1) Post Mounted Signs:

- a) Meet the requirements of FDOT Section 990-8.

2) Portable Signs:

- a) Use only approved systems, which includes sign stands and attachment hardware (nuts, bolts, clamps, brackets, braces, etc.), meeting the vendor requirements specified on the FDOT APL drawings.
- b) Provide Federal Highway Administration's (FHWA) accepted sign substrate for use with accepted sign stands on the National Highway System (NHS) under the provisions of the NCHRP Report 350 "Recommended Procedures for the Safety Performance Evaluation of Highway Features."

3) Barrier Mounted Signs:

- a) When post mounting criteria cannot be achieved in accordance with FDOT Design Standards, Index No. 600 and a barrier or traffic railing exists, use temporary sign criteria provided in FDOT Design Standards, Index No. 11871.

3. Business Signs:

- a. Provide and place signs in accordance with the Plans and FDOT Design Standards, Index No. 600 series. Furnish signs having retroreflective sheeting meeting the requirements of FDOT Section 990.

4. High Intensity Flashing Lights:

- a. Furnish Type B lights in accordance with the Plans and FDOT Design Standards.

5. Warning/Channelizing Devices:

- a. Furnish warning/channelizing devices in accordance with the Plans and FDOT Design Standards.
- b. Retroreflective Collars for Traffic Cones:

- 1) Use collars for traffic cones listed on the FDOT APL that meets the requirements of FDOT Section 990. Use cone collars at night designed to properly fit the taper of the cone when installed. Place the upper 6 inch collar a uniform 3-1/2 inches distance from the top of the cone and the lower 4 inch collar a uniform 2 inches distance below the bottom of the upper 6 inch collar. Ensure that the collars are capable of being removed for temporary use or attached permanently to the cone in accordance with the manufacturer's recommendations. Provide a white sheeting having a smooth outer surface and that has the property of a retroreflector over its entire surface.

c. Barrier Wall (Temporary):

- 1) Furnish, install, maintain, remove and relocate a temporary barrier wall in accordance with the Plans. Ensure that temporary concrete barrier wall for use on roadway sections, complies with FDOT Design Standards, Index Nos. 412, 415 or 414 as specified in the Plans. Ensure that temporary concrete barrier wall for use on bridge and wall sections, complies with FDOT Design Standards, Index No 414 as specified in the Plans.
- 2) Ensure that temporary water filled barrier wall used on roadway sections meets the NCHRP Report 350 criteria or the MASH and is listed on the FDOT APL. Barriers meeting the requirements of FDOT Design Standards, Index Nos. 412, 415 or temporary water filled barriers on the FDOT APL will not be accepted as an alternate to barriers meeting the requirements of FDOT Design Standards, Index No. 414.
- 3) Trailer mounted barriers listed on the FDOT APL may be used at the option of the Contractor. Trailer mounted barriers listed on the FDOT APL must have an FHWA eligibility letter and be successfully crash tested in accordance with MASH TL-3 criteria. All trailer mounted barriers must be equipped with an FDOT APL listed truck mounted attenuator, an FDOT APL listed vehicle mounted arrow board and vehicle warning lights in accordance with this Article
- 4) Temporary Barrier Wall Meeting the Requirements of Design Standards, Index Nos. 412 and 414:
 - a) Ensure the marking requirements of the respective Index are met.

5) Proprietary Precast Temporary Barrier Wall Fabricated prior to 2005:

- a) Contractor must submit a certification stating that all unmarked barrier wall units meet the requirements of the Specifications and the FDOT Design Standards. Certifications will be project specific and non-transferable

6) Proprietary Precast Temporary Barrier Wall Fabricated in 2005 or later:

- a) Ensure each wall unit has permanent clear markings, showing the manufacture date, serial number, manufacturer's name or symbol, and the FDOT APL number. Label the markings on a plate, plaque, or cast in the unit. Proprietary barrier wall fabricated prior to 2016 and marked with the "INDX 521" in lieu of the FDOT APL number will be permitted.

7) Glare Screen (Temporary):

- a) Use temporary glare screens listed on the FDOT APL that meet the requirements of FDOT Section 990. Furnish, install, maintain, remove and relocate glare screen systems in conjunction with temporary barrier wall at locations identified in the Plans.
- b) Ensure the anchorage of the glare screen to the barrier is capable of safely resisting an equivalent tensile load of 600 pounds per foot of glare screen, with a requirement to use a minimum of three fasteners per barrier section.
- c) When glare screen is utilized on temporary barrier wall, warning lights will not be required.

8) Longitudinal Channelizing Devices (LCDs):

- a) Furnish LCDs in accordance with the Plans and FDOT Design Standards. LCDs are categorized as vehicular or pedestrian and shall be interlocked. For LCDs requiring internal ballasting, an indicator that clearly identifies the proper ballast level will be required.
- b) Use alternating orange and white pattern for solid color vehicular LCDs. Vehicular LCDs may be substituted for drums, vertical panels, or barricades.

6. Temporary Crash Cushion (Redirective/Gating):

- a. Furnish, install, maintain and subsequently remove temporary crash cushions in accordance with the details and notes shown in the Plans, the FDOT Design Standards, and requirements of the pre-approved alternatives listed on the FDOT APL.
- b. Maintain the crash cushions until their authorized removal. Repair all attachment scars to permanent structures and pavements after crash cushion removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the Department.
- c. Restore crash cushions damaged by the traveling public within 24 hours after notification as authorized by Engineer.

7. Guardrail (Temporary):

- a. Furnish guardrail (temporary) in accordance with the Plans and Design Standards. Meet the requirements of Article 536.
8. Arrow Board:
- a. Furnish arrow boards that meet the requirements of FDOT Section 990 as required by the Plans and Design Standards to advise approaching traffic of lane closures or shoulder work.
 - b. Type B arrow boards may be used on low to intermediate speed (0 mph to 50 mph) facilities or for maintenance or moving operations on any speed facility.
 - c. Type C arrow boards shall be used for all other operations on high-speed (50 mph and greater) facilities and may be substituted for Type B arrow boards on any speed facility.
9. Portable Changeable Message Sign (PCMS):
- a. Furnish PCMSs or truck mounted changeable message signs that meet the requirements of FDOT Section 990 as required by the Plans and FDOT Design Standards to supplement other temporary traffic control devices used in work zones.
10. Portable Regulatory Signs (PRS):
- a. Furnish PRSs that meet the requirements of FDOT Section 990 as required by the Plans and FDOT Design Standards.
 - b. Activate portable regulatory signs only during active work activities and deactivate when no work is being performed.
11. Radar Speed Display Unit (RSDU):
- a. Furnish RSDUs that meet the requirements of FDOT Section 990 as required by the Plans and FDOT Design Standards to inform motorists of the posted speed and their actual speed.
 - b. Activate the radar speed display unit only during active work activities and deactivate when no work is being performed.
12. Temporary Signalization and Maintenance:
- a. Provide temporary signalization and maintenance at existing, temporary, and new intersections including but not limited to the following:
 - 1) Installation of temporary poles and span wire assemblies as shown in the Plans,
 - 2) Temporary portable traffic signals as shown in the Plans,
 - 3) Adding or shifting signal heads,
 - 4) Trouble calls,
 - 5) Maintaining intersection and coordination timing and preemption devices.
 - b. Restore any loss of operation within 12 hours after notification.
 - c. Provide traffic signal equipment that meets the requirements of Article 603 of FDOT Design Standards. Engineer may approve used signal equipment if it is in acceptable condition. Replacement components for traffic signal cabinet assemblies will be provided by the maintaining agency.
13. Temporary Traffic Detection and Maintenance:
- a. Provide temporary traffic detection and maintenance at existing, temporary, and new signalized intersections. Provide temporary traffic detection equipment listed on the FDOT APL. Restore any loss of detection within 12 hours. Ensure 90% accuracy per signal phase, measured at the initial installation and after any lane shifts, by comparing sample data collected from the detection system with ground truth data collected by human observation. Collect the sample and ground truth data for a minimum of five minutes during a peak and five minutes during an off-peak period with a minimum three detections for each signal phase. Perform the test in the presence of Engineer.
14. Truck Mounted Attenuators and Trailer Mounted Attenuators:
- a. Furnish, install and maintain only those attenuators that meet the requirements of NCHRP 350 or the MASH.
 - b. Use truck mounted attenuators or trailer mounted attenuators, when called for in the FDOT Design Standards. Use attenuators listed on the FDOT APL.
 - c. When attenuators are called for, use either a truck mounted attenuator or a trailer mounted attenuator system designed and installed in accordance with the manufacturers recommendations.
 - d. Equip the attenuator cartridge with lights and reflectors in compliance with applicable Florida motor vehicle laws, including turn signals, dual tail lights, and brake lights. Ensure that lights are visible in both the raised and lowered positions if the unit is capable of being raised.
 - e. Install either alternating black with yellow or white with orange sheeting on the rear of trailer mounted attenuators and on truck mounted attenuators, in both the operating and raised position. Use Type III (work zone) or Type IV sheeting consisting of 4 or 6 inch wide stripes installed to form chevrons that point upward. All sheeting except black shall be retroreflective.
 - f. Attenuators will not be paid for separately. Include the cost of the truck with either a truck mounted attenuator or a trailer mounted attenuator under Maintenance of Traffic (General). Payment includes all costs, including furnishing, maintaining and removal when no longer required, and all materials, labor, tools, equipment and incidentals required for attenuator maintenance.
15. Temporary Raised Rumble Strip Sets:
- a. When called for in the Plans, furnish, install, maintain, remove, and reinstall temporary raised rumble strip sets.
 - b. Install the temporary raised rumble strip sets per the manufacturer's recommendations and in accordance with FDOT Design Standards, Index No. 603.
 - c. The temporary raised rumble strip may be either a removable polymer striping tape or a molded engineered polymer material.
16. Automated Flagging Assistance Devices (AFAD):

- a. Furnish, install, maintain, remove and relocate AFADs in accordance with the Plans and FDOT Design Standards. Position AFADs where they are clearly visible to oncoming traffic and out of the lane of traffic. The devices may be operated either by a single flagger at one end of the traffic control zone, from a central location, or by a separate flagger near each device's location.
- b. AFADs may be either a remotely controlled Stop/Slow AFAD mounted on either a trailer or a movable cart system, or a remotely controlled Red/Yellow Lens AFAD.
- c. AFADs will not be paid for separately. AFADs may be used as a supplement or an alternate to flaggers in accordance with FDOT Index 603. Include the cost for AFADs in Maintenance of Traffic (General).

17. Temporary Lane Separator:

- a. Furnish, install, maintain, remove and relocate temporary lane separator in accordance with the Plans and FDOT Design Standards, Index No 600.
- b. Anchor the portable temporary lane separator with a removable anchor bolt. Use epoxy on bridge decks where anchoring is not allowed. Remove the epoxy from the bridge deck by hydroblasting or other method approved by Engineer.

J. Work Zone Pavement Marking.

1. Description:

- a. Furnish and install work zone pavement markings for MOT in construction areas and in close conformity with the lines and details shown in the Plans and FDOT Design Standards.
- b. Centerlines, lane lines, edge lines, stop bars and turn arrows will be required in work zones prior to opening the road to traffic.
- c. The most common types of work zone pavement markings are painted pavement markings and removable tape. Other types of work zone pavement markings may be identified in the Plans.

2. Painted Pavement Markings:

- a. General: Use painted pavement markings meeting the requirements of Article 710. Use standard waterborne paint unless otherwise identified in the Plans or approved by Engineer.

3. Removable Tape:

- a. General: Use removable tape listed on the FDOT APL and meeting the requirements of FDOT 990-4.
- b. Application: Apply removable tape with a mechanical applicator to provide pavement lines that are neat, accurate and uniform. Equip the mechanical applicator with a film cut-off device and with measuring devices that automatically and accumulatively measure the length of each line placed within an accuracy tolerance of plus or minus 2%. Ensure removable tape adheres to the road surface. Removable tape may be placed by hand on short sections, 500 feet or less, if it is done in a neat accurate manner.

- c. Retroreflectivity: Apply white and yellow traffic stripes and markings that will attain an initial retroreflectivity of not less than 300 mcd/lx·m² for white and contrast markings and not less than 250 mcd/lx·m² for yellow markings. Black portions of contrast tapes and black masking tapes must be non-reflective and have a reflectance of less than 5 mcd/lx m². At the end of the six month service life, the retroreflectance of white and yellow removable tape shall not be less than 150 mcd/lx·m².
 - d. Removability: Provide removable tape capable of being removed from bituminous concrete and portland cement concrete pavement intact or in substantially large strips, either manually or by a mechanical roll-up device, at temperatures above 40°F, without the use of heat, solvents, grinding or blasting.
4. Temporary Retroreflective Pavement Markers (RPM's): Use markers listed on the FDOT APL and meeting the requirements of FDOT 990-5. Apply all markers in accordance with the FDOT Design Standards, Index Nos. 600 and 17352, prior to opening the road to traffic. Replace markers any time after installation when more than three consecutive markers fail or are missing, at no expense to the Department, in a timely manner, as directed by Engineer.

K. Method of Measurement.

1. General:

- a. Devices installed/used on the Project on any calendar day or portion thereof, within the allowable Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price for the applicable pay item, except those paid for as Maintenance of Traffic (General).
- b. One or more of the following items may appear in a contract in addition to a direct payment item for Maintenance of Traffic (Lump Sum). Unless otherwise stipulated in the Contract Documents, only those items with an Awarded Unit Price will be considered for direct payment.

2. Traffic Control Officers:

- a. The County will reimburse Contractor for the services of uniformed law enforcement officers authorized to serve as traffic control officers for the purpose of controlling or directing traffic in the work zone as part of the County approved Traffic Control Plan and Maintenance of Traffic provided by Contractor pursuant to the Contract Documents.
- b. The quantity to be paid for will be the invoice unit price per hour for the actual number of officers certified to be on the project site, including any law enforcement vehicles and all other direct and indirect costs.
- c. Payment will be made at invoice cost from an appropriate dedicated allowance established by the County.
- d. Payment will be made only for those Traffic Control Officers specified in the Plans and authorized by the Engineer. The necessary invoices and documentation must be submitted to the Engineer along with the payment request.

3. Special Detours:

- a. When a detour facility is specifically detailed in the Plans, or is otherwise described or detailed as a special item, and an item for separate payment is included in the proposal, the work of constructing, maintaining, and subsequently removing such detour facilities will be paid for separately. Traffic control devices, warning devices, barriers, signing, and pavement markings for special detours will also be paid for separately.
- b. When the Plans show more than one detour, each detour will be paid for separately, at the Contract lump sum price for each.
- c. Where a separate item for a specific detour facility is included in the proposal, payment will be made under special detour.

4. Commercial Material for Driveway Maintenance:

- a. The quantity to be paid for will be the certified volume, in cubic yards, of all materials authorized by the Engineer, acceptably placed, compacted and maintained for driveway maintenance. The volume, which is authorized to be reused, and which is acceptably salvaged, placed, compacted and maintained in other designated driveways will be included again for payment.
- b. Arrow Board: The quantity to be paid at the contract unit price will be for the number of arrow boards certified as installed/used on the project on any calendar day or portion thereof within the contract time.

5. Work Zone Signs:

- a. The number of temporary post-mounted signs (temporary regulatory, warning and guide) certified as installed/used on the project will be paid for at the Contract unit price for work zone signs. When multiple signs are located on single or multiple posts, each sign panel will be paid individually. Signs greater than 20 square feet and detailed in the Plans will be paid for under Maintenance of Traffic (General).
- b. Temporary portable signs (excluding mesh signs) and vehicular mounted signs will be included for payment under work zone signs, only if used in accordance with the FDOT Design Standards.
- c. The number of temporary barrier mounted signs (temporary regulatory, warning and guide) certified as installed/used on the project will be paid for at the Contract unit price for barrier mounted work zone signs.

6. Business Signs:

- a. The number of business signs certified as installed/used on the project will be paid for at the Contract unit price for business signs.

7. High Intensity Flashing Lights:

- a. The number of high intensity flashing lights (Type B) certified as installed/used on the project will be paid for at the Contract unit price for high intensity flashing lights (temporary - Type B).

8. Channelizing Devices:

- a. The number of drums, vertical panels, pedestrian LCDs, and Type I, Type II, Type III, or direction indicator barricades, certified as installed/used on the project

meeting the requirements of FDOT Design Standards, Index No. 600 and have been properly maintained will be paid for at the Contract unit prices for channelizing device.

- b. Payment for vehicular LCDs will be paid as the length in feet installed divided by the device spacing for barricades, vertical panels, and drums and certified as installed/used on the project meeting the requirements of FDOT Design Standards, Index No. 600 and have been properly maintained will be paid for at the Contract unit price for channelizing device.
- c. Payment will not be made for channelizing devices unsatisfactorily maintained, as determined by the Engineer.
- d. Payment will be made for each channelizing device that is used to delineate trailer mounted devices.
- e. Payment will be made for channelizing devices delineating portable changeable message signs during the period beginning 14 working days before Contract Time begins as authorized by the Engineer.

9. Barrier Wall (Temporary):

- a. The Contract unit price for barrier wall (temporary) will be full compensation for furnishing, installing, maintaining, and removing the barrier wall. When called for, the Contract unit price for barrier wall (temporary/relocate) will be full compensation for relocating the barrier. The certified quantity to be paid for will be determined by the number of sections times the nominal length of each section.

10. Barrier Delineators:

- a. The number of barrier delineators, installed on top of barrier wall, used on the project, meeting the requirements of FDOT Design Standards and Article 705.

11. Lights, Temporary, Barrier Wall Mount:

- a. The number of Type C steady burn lights, mounted on barrier wall, certified as installed/used on the project, meeting the requirements of the Design Standards and have been properly maintained will be paid for at the Contract unit price for lights temporary, barrier wall mount.

12. Glare Screen (Temporary):

- a. The certified quantity to be paid for will be determined by the number of sections times the nominal length of each section.

13. Temporary Crash Cushions:

a. Redirective:

- 1) The quantity to be paid for will be the number of temporary crash cushions (redirective) certified as installed/used and maintained on the project, including object marker.

b. Gating:

- 1) The quantity to be paid for will be the number of temporary crash cushions (gating) certified as installed/used and maintained on the project, including object marker.

14. Temporary Guardrail:

- a. The quantity to be paid for will be the length, in feet, of temporary guardrail constructed and certified as installed/used on the project. The length of a run of guardrail will be determined as a multiple of the nominal panel lengths.

15. Arrow Board:

- a. The quantity to be paid at the Contract unit price will be for the number of arrow boards certified as installed/used on the project on any calendar day or portion thereof within the Contract time.

16. Portable Changeable Message Sign:

- a. The quantity to be paid at the Contract unit price will be for the number of portable changeable message signs or truck mounted changeable message signs certified as installed/used on the project on any calendar day or portion thereof within the Contract time.
- b. Payment will be made for each portable changeable message sign that is used during the period beginning fourteen working days before Contract Time begins as authorized by Engineer.

17. Portable Regulatory Signs:

- a. The quantity to be paid for will be the number of portable regulatory signs certified as installed/used on the project on any calendar day or portion thereof within the Contract time, will be paid for the Contract unit price for portable regulatory sign.

18. Radar Speed Display Unit:

- a. The quantity to be paid for will be the number of radar speed display units certified as installed/used on the project on any calendar day or portion thereof within the Contract Time, will be paid for the Contract unit price for radar speed display unit.

19. Temporary Signalization and Maintenance:

- a. For existing intersections, the quantity to be paid for will be the number of signalized intersections per day for the full duration of the Contract. For temporary intersections, the quantity to be paid for will be the number of signalized intersections per day for the duration of the temporary intersection. No separate payment will be made for temporary signalization and maintenance at new intersections.

20. Temporary Traffic Detection and Maintenance:

- a. For existing intersections, the quantity to be paid for will be the number of signalized intersections per day beginning the day Contract Time begins and ending the day the permanent detection is operational and the final lane configuration is in place. For temporary and new intersections, the quantity to be paid for will be the number of signalized intersections per day beginning the day the temporary detection is functional and ending the day the permanent detection is operational and the final lane configuration is in place for a new intersection; or, when the detection is removed for a temporary intersection.

21. Work Zone Pavement Markings:

- a. The quantities, furnished and installed, to be paid for will be the length of skip and solid pavement markings, and the area of pavement markings placed as follows:

- 1) The total transverse distance, in feet, of skip pavement marking authorized and acceptably applied. The length of actual applied line will depend on the skip ratio of the material used. Measurement will be the distance from the beginning of the first stripe to the end of the last stripe with proper deductions made for unpainted intervals as determined by plan dimensions or stations, subject to the requirements of the Contract Documents.
- 2) The net length, in feet, of solid pavement marking authorized and acceptably applied.
- 3) The number of directional arrows or pavement messages authorized and acceptably applied.
- 4) The number of temporary RPM's authorized and acceptably applied.

22. Temporary Raised Rumble Strips:

- a. The quantity to be paid for will be the number of temporary raised rumble strip sets certified as installed/used on the project on any calendar day or portion thereof within the Contract Time.
- b. The number of strips used must meet the requirements of FDOT Design Standards, Index No. 603. No adjustment will be made to the per day measurement for the number of strips or sets used, or for the number of times the sets are relocated.

23. Temporary Lane Separator:

- a. The quantity of temporary lane separator to be paid for will be plan quantity, in feet, including drainage gaps, completed and accepted.

L. Submittals.

1. Submittal Instructions:

- a. Prepare a certification of quantities for certified MOT payment items for each project in the Contract. Submit the certification of quantities to Engineer. The Department will not pay for any disputed items until Engineer approves the certification of quantities.

2. Contractor's Certification of Quantities:

- a. Request payment by submitting a certification of quantities as directed by Engineer, based on the amount of work done or completed. Ensure the certification consists of the following:
- b. Contract Number, Certification Date and the period that the certification represents.
- c. The basis for arriving at the amount of the progress certification, less payments previously made and less an amount previously retained or withheld. The basis will include a detail breakdown provided on the certification of items of payment in accordance with 102-M. After the initial setup of the MOT items and counts, the interval for recording the counts will be made weekly on the certification sheet unless there is a change. This change will be documented on the day

of occurrence. Some items may necessitate a daily interval of recording the counts.

M. Basis of Payment.

1. Maintenance of Traffic (General):

- a. No Direct Payment Provided: When no item for direct payment of Maintenance of Traffic (Lump Sum) is provided by the Contract, the costs for performing all work and requirements specified under this Article, except as may be specifically covered for payment under other items, will be included among the various scheduled items of the Contract.
- b. Direct Payment Provided: When direct payment for Maintenance of Traffic (Lump Sum) is provided in the Contract, the quantity to be paid all work and costs specified under this Article, except as may be specifically covered for payment under other items, will be the lump sum Contract Price.

2. Additional items of Direct Payment. Only those items with an Awarded Unit Price will be considered for direct payment.

a. Traffic Control Officers:

- 1) Price and payment will be full compensation for the services of the traffic control officers at invoice cost as specified under subarticle 102.K.2 above.

b. Special Detours:

- 1) Price and payment will be full compensation for providing all detour facilities shown in the Plans and all costs incurred in carrying out all requirements of this Article for general MOT within the limits of the detour, as shown in the Plans.

c. Commercial Materials for Driveway Maintenance:

- 1) Price and payment will be full compensation for all work and materials specified for this item, including specifically all required shaping and maintaining of driveways.

d. Work Zone Signs:

- 1) Price and payment will be full compensation for all work and materials for furnishing signs, supports and necessary hardware, installation, relocating, maintaining and removing signs.

e. Business Signs:

- 1) Price and payment will be full compensation for all materials and labor required for furnishing, installing, relocating, maintaining, and removing the signs as well as the cost of installing any logos provided by business owners.

f. High Intensity Warning Lights:

- 1) Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing high intensity flashing lights (Type B).

g. Channelizing Devices:

- 1) Prices and payment will be full compensation for furnishing, installing, relocating, maintaining and

removing the channelizing devices, including the costs associated with attached warning lights as required.

h. Barrier Wall (Temporary):

- 1) Price and payment will be full compensation for furnishing, installing, maintaining, and removing the barrier. When called for, barrier wall (temporary) (relocate) will be full compensation for relocating the barrier.

i. Lights, Temporary, Barrier Wall Mount:

- 1) Price and payment will be full compensation for all work and materials for furnishing, installing and maintaining the warning lights mounted on barrier wall. Payment will not be made for lights that are improperly placed or are not working.

j. Barrier Delineators:

- 1) No separate payment will be made for barrier delineators installed on top of temporary barrier wall. The cost of furnishing, installing and maintaining the barrier delineators will be included in the cost of the temporary barrier wall.

k. Glare Screen (Temporary):

- 1) Price and payment will be full compensation for furnishing, installing, maintaining, and removing the glare screen certified as installed/used on the project. When called for, glare screen (relocate) will be full compensation for relocating the glare screen.

l. Temporary Crash Cushion (Redirective/Gating):

- 1) Price and payment will be full compensation for furnishing, installing, maintaining and subsequently removing such crash cushions. Payment for restoring damaged crash cushions will be the manufacturer's/distributor's invoice price for the new materials/parts plus 20% markup. The 20% markup is compensation for all necessary work including; but not limited to, labor, equipment, supplies and profit, as authorized by Engineer. Additional MOT required for the repair of the crash cushion will be paid for under the appropriate MOT pay item.

m. Temporary Guardrail:

- 1) Price and payment will be full compensation for furnishing all materials required for a complete installation, including end anchorage assemblies and any end connections to other structures and for installing, maintaining and removing guardrail.

n. Arrow Board:

- 1) Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing arrow boards.

o. Portable Changeable Message Sign:

- 1) Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing portable changeable message signs.

p. Portable Regulatory Signs:

- 1) Price and payment will be full compensation for furnishing, installing, relocating, maintaining and removing a completely functioning system as described in these Specifications portable regulatory signs. Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing portable regulatory signs.
- 2) Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and/or MOT operations.

q. Radar Speed Display Unit:

- 1) Price and payment will be made only for a completely functioning system as described in these specifications. Payment will include all labor, hardware, accessories, signs, and incidental items necessary for a complete system.
- 2) Payment will include any measurements needed to insure that the unit conforms to all specification requirements.
- 3) Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and/or MOT operations. Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing radar speed display unit.

r. Temporary Signalization and Maintenance:

- 1) Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic control signals including all equipment and components necessary to provide an operable traffic signal. Payment will be withheld for each day at each intersection where the temporary signalization is not operational within 12 hours after notification.

s. Temporary Traffic Detection and Maintenance:

- 1) Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic detection including all equipment and components necessary to provide an acceptable signalized intersection. Take ownership of all equipment and components. Payment will be withheld for each day at each intersection where the temporary detection is not operational within 12 hours after notification.

t. Temporary Raised Rumble Strips:

- 1) Price and payment will be full compensation for all work and materials described in this Article, including all cleaning and preparing of surfaces, disposal of all debris, furnishing of all materials, application, curing, removal, reinstalling and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work.

u. Work Zone Pavement Markings:

- 1) Price and payment will be full compensation for all work specified including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.
- 2) Removable tape may be substituted for work zone paint at no additional cost to the Department.
- 3) Payment for temporary RPMs used to supplement line markings will be paid for under temporary retroreflective pavement markers. Install these markers as detailed in the Design Standards.

v. Temporary Lane Separator:

- 1) Price and payment will be full compensation for all work specified in this Article.

3. Payment Items: Payment will be made under:

Item No.	Description	Unit
102-74-1	Barricades (Temporary- Type I, II, VP & DRUM)	EA/DAY
102-74-2	BARRICADES (Temporary, Type III, 6')	EA/DAY
102- 76A	Advance Warning Arrow Panel	EA/DAY
102-77	High Intensity Flashing Lights (Temporary, Type "B")	EA/DAY
102-91-1A	Pavement marking temporary (Solid) (Any width) (Yellow or White) (Paint)	LF
102-99	Variable message sign (temporary)	EA/DAY

104 PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION (REV. 01-09-12)

A. Description.

1. Provide erosion control measures on the Project and in areas outside the right-of-way where work is accomplished in conjunction with the Project, so as to prevent pollution of water, detrimental effects to public or private property adjacent to the Project right-of-way, and damage to work on the Project.
2. Construct and maintain temporary erosion control features and, as required, construct and maintain permanent erosion control features as shown in the Plans or as may be directed by Engineer.

B. General.

1. Coordinate the installation of temporary erosion control features with the construction of the permanent erosion control features to the extent necessary to ensure economical, effective, and continuous control of erosion and water pollution throughout the life of the Contract.

2. Maintain, at the work site, copies of all documents referenced by this Specification including: the Departmental Stormwater Pollution Prevention Plan (if provided); the approved contractor Erosion Control Plan; and applicable inspection reports, permits and certifications. Document compliance with all requirements pertaining to the aforementioned documents and this Specification.
 3. Engineer may direct, when warranted by unforeseen conditions, the use of control features or methods other than those included in the original Contract. In such event, the Department will pay for this additional work as unforeseeable work.
- C. Control of Contractor's Operations Which May Result in Water Pollution.
1. Prevent pollution of streams, canals, lakes, reservoirs, and other water impoundments with fuels, oils, bitumens, calcium chloride, or other harmful materials.
 2. Conduct and schedule operations to avoid or otherwise minimize pollution or siltation of such water impoundments, and to avoid interference with movement of migratory fish. Do not dump any residue from dust collectors or washers into any water body.
 3. Restrict construction operations in rivers, streams, lakes, tidal waters, reservoirs, canals, and other water impoundments to those areas where it is necessary to perform filling or excavation to accomplish the work shown in the Plans and to those areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, promptly clear rivers, streams, and impoundments of all obstructions placed therein or caused by construction operations.
 4. Do not frequently ford live streams with construction equipment. Wherever an appreciable number of stream crossings are necessary at any one location, use a temporary bridge or other structure.
 5. Except as necessary and authorized for Project construction, do not deposit excavated material in rivers, streams, canals, or impoundments, or in a position close enough thereto, to be washed away by high water or runoff.
 6. Where pumps are authorized for use in removing highly turbid waters from enclosed construction areas such as cofferdams or forms, treat the water by one or more of the following methods prior to discharge into State waters:
 - a. Pumping into grassed swales or appropriate vegetated areas or sediment basins.
 - b. Confined by an appropriate enclosure such as turbidity barriers when other methods are not considered appropriate.
 7. Do not disturb lands or waters outside the limits of construction as staked, except as authorized by Engineer.
 8. Obtain Engineer's approval for the location of, and method of operation in, borrow pits, material pits, and disposal areas furnished for waste material from the project (other than commercially operated sources) such

that erosion during and after completion of the work will not result in probability of detrimental siltation or water pollution.

D. Materials for Temporary Erosion Control.

1. Engineer will not require testing of materials used in construction of temporary erosion control features other than as provided for geotextile fabric in FDOT 985-3 unless such material is to be incorporated into the completed Project.
2. When no testing is required, Engineer will base acceptance on visual inspection.
3. Contractor may use new or used materials, subject to Engineer's approval, for the construction of temporary silt fence, staked turbidity barriers, and floating turbidity barrier not to be incorporated into the completed Project.

E. Erosion Control Plan.

1. Prepare the Erosion Control Plan (ECP) in a format acceptable to the Department and in accordance with the planned sequence of operations.
2. At the Preconstruction Conference, submit to the Department an ECP that:
 - a. Meets the requirements or conditions of all permits authorizing construction of the Project. Where no permits are required or the approved permits do not contain conditions that specifically addresses erosion and water pollution, the requirements of the ECP will be governed by the Contract Documents and all applicable laws, rules, or regulations.
 - b. Accompanies the Department's Stormwater Pollution Prevention Plan (SWPPP) when a SWPPP is provided for the Project.
 - c. Includes and describes for each phase of construction operations or activities the following:
 - 1) Locations of all erosion control devices
 - 2) Types of all erosion control devices
 - 3) Estimated time erosion control devices will be in operation
 - 4) Monitoring schedules for maintenance of erosion control devices
 - 5) Methods of maintaining erosion control devices
 - 6) Containment or removal methods for pollutants or hazardous wastes
 - 7) The name and telephone number of the person responsible for monitoring and maintaining the erosion control devices.
 - d. Includes procedures to control off-site tracking of soil by vehicles and construction equipment and a procedure for cleanup and reporting of non-stormwater discharges.
 - e. Describes all phases of operations, the prevention, control, and abatement of erosion and water pollution items or activities necessary for the Project, to include:
 - 1) Types and locations of all erosion control devices

- 2) Estimated time erosion control devices will be in operation
 - 3) Monitoring schedules for maintenance of erosion control devices
 - 4) Methods for maintaining erosion control devices
 - 5) Containment or removal methods for pollution or hazardous wastes
 - 6) Name and telephone number of the person responsible for monitoring and maintaining the erosion control devices.
3. Contractor must obtain Engineer's written approval of the ECP prior to commencing any construction activities.
 4. For project requiring a Florida Department of Environmental Protection (FDEP) Generic Permit for Stormwater Discharge from Large and Small Construction Activities (Generic Permit):
 - a. Failure to sign any documents or certification statements required by the FDEP Generic Permit will be considered a default of the Contract.
 - b. Any soil disturbing activities performed without the required signed documents or certifications statements may be considered a violation of the FDEP Generic Permit.

F. Construction Requirements.

1. Limitation of Exposure of Erodible Earth:

- a. Engineer may limit the surface areas of unprotected erodible earth exposed by the construction operation and may direct Contractor to provide erosion or pollution control measures to prevent contamination of any river, stream, lake, tidal waters, reservoir, canal, or other water impoundments or to prevent detrimental effects on property outside the Project right-of-way or damage to the Project.
- b. Limit the area in which excavation and filling operations are being performed so that it does not exceed the capacity to keep the finish grading, turf, sod, and other such permanent erosion control measures current in accordance with the accepted schedule.
- c. Do not allow the surface area of erodible earth that clearing and grubbing operations or excavation and filling operations expose to exceed 750,000 square feet without specific prior approval by Engineer. This limitation applies separately to clearing and grubbing operations and excavation and filling operations.
- d. Engineer may increase or decrease the amount of surface area the Contractor may expose at any one time.

2. Incorporation of Erosion and Sediment Control Features:

- a. Incorporate permanent erosion control features into the project at the earliest practical time. Use temporary erosion and sediment control features found in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (E&SC Manual) to correct conditions that develop during construction which were not foreseen at the time of design, to control erosion and sediment prior to the time it is practical to construct

permanent control features, or to provide immediate temporary control of erosion and sediment that develops during normal construction operations, which are not associated with permanent erosion control features on the project. An electronic version of the E&SC Manual can be found at the following URL: <http://www.dot.state.fl.us/specificationsoffice/Implemented/URLinSpecs/Files/FL ErosionSedimentManual060709.pdf>

- b. Install all sediment control devices in a timely manner to ensure the control of sediment and the protection of lakes, streams, gulf or ocean waters, or any wetlands associated therewith and to any adjacent property outside the right-of-way as required.
 - c. At sites where exposure to such sensitive areas is prevalent, complete the installation of any sediment control device prior to the commencement of any earthwork.
 - d. After installation of sediment control devices, repair portions of any devices damaged at no expense to the Department. Engineer may authorize temporary erosion and sediment control features when finished soil layer is specified in the Contract and the limited availability of that material from the grading operations will prevent scheduled progress of the work or damage the permanent erosion control features.
3. Scheduling of Successive Operations:
 - a. Schedule operations such that the area of unprotected erodible earth exposed at any one time is not larger than the minimum area necessary for efficient construction operations, and the duration of exposure of uncompleted construction to the elements is as short as practicable.
 - b. Schedule and perform clearing and grubbing so that grading operations can follow immediately thereafter. Schedule and perform grading operations so that permanent erosion control features can follow immediately thereafter if conditions on the project permit.
 4. Details for Temporary Erosion and Sediment Control Features:
 - a. General: Use temporary erosion, sediment and water pollution control features found in the E&SC Manual. These features consist of, but are not limited to, temporary turf, rolled erosion control products, sediment containment systems, runoff control structures, sediment barriers, inlet protection systems, silt fences, and turbidity barriers. For design details for some of these items, refer to the Plans, the FDOT Design Standards and E&SC Manual.
 - b. Temporary Sod: Engineer may designate certain areas of sod constructed in accordance with the Specifications as temporary erosion control features. For areas not defined as sod, constructing temporary turf by seeding only is not an option for temporary erosion control under this Article. Engineer may waive the turf establishment requirements of the Specifications for areas with temporary sod that will not be a part of the permanent construction. The work of placing temporary sod, approved as a temporary erosion control feature where directed by Engineer and

in accordance with these Specifications, will be paid for as unforeseeable work.

- c. Runoff Control Structures: Construct runoff control structures in accordance with the details shown in the Plans, the E&SC Manual, or as may be approved as suitable to adequately perform the intended function.
- d. Sediment Containment Systems: Construct sediment containment systems in accordance with the details shown in the Plans, the E&SC Manual, or as may be approved as suitable to adequately perform the intended function. Clean out sediment containment systems as necessary in accordance with the Plans or as directed.
- e. Sediment Barriers: Provide and install sediment barriers according to details shown in the Plans, as directed by Engineer, or as shown in the E&SC Manual to protect against downstream accumulation of sediment. Sediment Barriers include, but are not limited to synthetic bales, silt fence, fiber logs and geosynthetic barriers. Reusable barriers that have had sediment deposits removed may be reinstalled on the Project as approved by Engineer.
- f. Silt Fence:
 - 1) General: Furnish, install, maintain, and remove silt fences, in accordance with the manufacturer's directions, these Specifications, the details as shown on the Plans, the FDOT Design Standards, and the E&SC Manual.
 - 2) Materials and Installation: Use a geotextile fabric made from woven or nonwoven fabric, meeting the physical requirements of FDOT Section 985 according to those applications for erosion control. Choose the type and size of posts, wire mesh reinforcement (if required), and method of installation. Do not use products which have a separate layer of plastic mesh or netting. Provide a durable and effective silt fence that controls sediment comparable to the FDOT Design Standards and the E&SC Manual. Erect silt fence at upland locations, across ditch lines and at temporary locations shown on the plans or approved by Engineer where continuous construction activities change the natural contour and drainage runoff. Do not attach silt fence to existing trees unless approved by Engineer.
 - 3) Inspection and Maintenance: Inspect all silt fences immediately after each rainfall and at least daily during prolonged rainfall. Immediately correct any deficiencies. In addition, make a daily review of the location of silt fences in areas where construction activities have changed the natural contour and drainage runoff to ensure that the silt fences are properly located for effectiveness. Where deficiencies exist, install additional silt fences as directed by Engineer. Remove sediment deposits when the deposit reaches approximately 1/2 of the volume capacity of the silt fence or as directed by Engineer. Dress any sediment deposits remaining in place after the silt fence is no longer required to conform with the finished grade, and prepare them in accordance with the Contract Documents and as directed by Engineer.

- g. Floating Turbidity Barriers and Staked Turbidity Barriers:

- 1) Install, maintain, and remove turbidity barriers to contain turbidity that may occur as the result of dredging, filling, or other construction activities which may cause turbidity to occur in the waters of the State. Contractor may need to deploy turbidity barriers around isolated areas of concern such as seagrass beds, coral communities, etc. both within as well as outside the right-of-way limits. Engineer will identify such areas. Place the barriers prior to the commencement of any work that could impact the area of concern. Install the barriers in accordance with the details shown in the Plans or as approved by Engineer. Ensure that the type barrier used and the deployment and maintenance of the barrier will minimize dispersion of turbid waters from the construction site. Engineer may approve alternate methods or materials.
- 2) Operate turbidity barriers in such a manner to avoid or minimize the degradation of the water quality of the surrounding waters and minimize damage to areas where floating barriers installed.

- h. Inlet Protection System: Furnish and install inlet protection systems as shown in the Plans, FDOT Design Standards and the E&SC Manual.

- i. Rolled Erosion Control Products (RECPs):

- 1) General: Install RECPs in locations where temporary protection from erosion is needed. Two situations occur that require artificial coverings each having differing material requirements.
 - a) Temporary pauses in construction: Use RECPs composed of natural or synthetic fiber mats, plastic sheeting, or netting as protection against erosion, when directed by Engineer, during temporary pauses in construction caused by inclement weather or other circumstances. Remove the material when construction resumes.
 - b) Facilitating plant growth: Use RECPs as erosion control blankets, at locations shown in the plans, to facilitate plant growth while permanent grassing is being established. For the purpose described, use non-toxic, biodegradable, natural or synthetic woven fiber mats. Install erosion control blankets capable of sustaining a maximum design velocity of 6.5 ft/sec as determined from tests performed by Utah State University, Texas Transportation Institute or an independent testing laboratory approved by the Department. Furnish to Engineer, two certified copies of manufacturers test reports showing that the erosion control blankets meet the requirements of this Specification. Certification must be attested, by a person having legal authority to bind the manufacturing company. Also, furnish two 4 by 8 inch samples for product identification. The manufacturers test records shall be made available to the Department upon request. Leave the material in place, as installed, to biodegrade.

5. Removal of Temporary Erosion Control Features: In general, remove or incorporate into the soil any temporary erosion control features existing at the time of construction of the permanent erosion control features in an area of the Project in such a manner that no detrimental effect will result. Engineer may direct that temporary features be left in place.

G. Maintenance of Erosion and Sediment Control Features.

1. General: Provide routine maintenance of permanent and temporary erosion and sediment control features, at no expense to the Department, until the Project is complete and accepted. If reconstruction of such erosion and sediment control features is necessary due to Contractor's negligence or carelessness or, in the case of temporary erosion and sediment control features, failure by the Contractor to install permanent erosion control features as scheduled, Contractor must replace such erosion control features at no expense to the Department. If reconstruction of permanent or temporary erosion and sediment control features is necessary due to factors beyond the control of Contractor, the Department will pay for replacement under the appropriate Contract pay item or items.
2. Inspect all erosion and sediment control features at least once every seven calendar days and within 24 hours of the end of a storm of 0.50 inches or greater. Maintain all erosion control features as required in the SWPPP, Contractor's ECP, the E&SC Manual, and as specified in the State of Florida Department of Environmental Protection Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

H. Protection During Suspension of Contract Time.

1. If it is necessary to suspend the construction operations for any appreciable length of time, shape the top of the earthwork in such a manner to permit runoff of rainwater, and construct earth berms along the top edges of embankments to intercept runoff water. Provide temporary slope drains to carry runoff from cuts and embankments that are in the vicinity of rivers, streams, canals, lakes, and impoundments. Locate slope drains at intervals of approximately 500 feet, and stabilize them by paving or by covering with waterproof materials. Should such preventive measures fail, immediately take such other action as necessary to effectively prevent erosion and siltation. Engineer may direct Contractor to perform, during such suspensions of operations, any other erosion and sediment control work deemed necessary.

I. Method of Measurement.

1. Direct Payment Provided:

- a. When separate items for temporary erosion control features are included in the Contract and have awarded Contract prices, the quantities to be paid for will be the:

1) Area, in square yards, of Rolled Erosion Control Products.

2) Length, in feet, of Runoff Control Structures, measured along the surface of the work constructed.

3) Number of Sediment Containment Systems constructed and accepted.

4) Number of Sediment Containment System Cleanouts accomplished and accepted.

5) Length, in feet, of Sediment Barriers.

6) Length, in feet, of Floating Turbidity Barrier.

7) Length, in feet, of Staked Turbidity Barrier.

8) Number of inlet protection systems.

b. Upon acceptance by the Engineer, the quantity of floating turbidity barriers, sediment barriers, staked turbidity barriers, and inlet protection devices will be paid for regardless of whether materials are new, used, or relocated from a previous approved installation on the Project.

2. No Direct Payment Provided: Unless otherwise specified, when no item for direct payment of temporary erosion control features is provided by the Contract, the costs for performing all work and meeting the requirements of this Article will be included among the various scheduled items of the Contract.

J. Basis of Payment.

1. Prices and payments will be full compensation for all work specified in this Article, including construction and routine maintenance of temporary erosion control features.

2. Any additional costs resulting from compliance with the requirements of this Article, other than construction, routine maintenance, and removal of temporary erosion control features, will be included in the Contract unit prices for the item or items to which such costs are related.

3. Separate payment will not be made for the cost of constructing temporary earth berms along the edges of the roadways to prevent erosion during grading and subsequent operations. Contractor must include these costs in the Contract prices for earthwork items.

4. Additional temporary erosion control features constructed as directed by Engineer will be paid for as unforeseeable work.

5. In case of repeated failure on the part of Contractor to control erosion, pollution, or siltation, Engineer reserves the right to employ outside assistance or to use the Department's own forces to provide the necessary corrective measures. Any such costs incurred, including engineering costs, will be charged to Contractor and appropriate deductions made from the monthly progress estimate.

6. Payment will be made under:

Item No.	Description	Unit
104-10-3	Sediment Barrier	LF
104-18	Inlet Protection System	EA

105 CONTRACTOR QUALITY CONTROL GENERAL REQUIREMENTS (REV. 08-23-12)

A. General.

1. Submit to Engineer a meeting the requirements stipulated in this Article and that addresses the transportation, storage, placement, sampling, inspection of Contract materials and related construction operations; and to ensure that all work and material incorporated into the Project meet the requirements of the Contract Documents.
2. Comply with all personnel qualification requirements stipulated in this Article and elsewhere in the Contract Documents.

B. Guidelines for Development of the CQCP

1. Use the following guidelines for developing the CQCP and include other additional items as necessary.
 - a. General. Provide detailed policies, methods and procedures to ensure the specified quality of all applicable materials and related production and field operations.
 - b. Process control testing. List the material to be tested by pay item, tests to be conducted, the location of sampling, and the frequency of testing.
 - c. Inspection/control procedures. Address each of the following subjects in each phase of construction:
 - 1) Preparatory phase.
 - a) Review all Contract requirements.
 - b) Ensure compliance of component material to the Contract requirements.
 - c) Coordinate all submittals including certifications.
 - d) Ensure capability of equipment and personnel to comply with the Contract requirements.
 - e) Ensure preliminary testing is accomplished.
 - f) Coordinate surveying and staking of the work.
 - 2) Start-up phase.
 - a) Review the Contract requirements with personnel performing the work.
 - b) Inspect start-up of work.
 - c) Establish standards of workmanship.
 - d) Provide training as necessary.
 - e) Establish detailed testing schedule based on the production schedule.
 - 3) Production phase.
 - a) Conduct intermittent or continuous inspection during construction to identify and correct deficiencies.
 - b) Inspect completed work before requesting Engineer inspection acceptance.
 - c) Provide feedback and system changes to prevent repeated deficiencies.
 - d. Description of records. List the records to be maintained.

e. Personnel qualifications.

- 1) Identify the primary contact that will communicate with the Department. Identify roles and responsibilities of the personnel involved in the Quality Control (QC) process. Document the name, authority, relevant experience, and qualifications of person with overall responsibility for the inspection system.
- 2) Document the names, authority, and relevant experience of all personnel directly responsible for inspection and testing.
- 3) Submit the Training Identification Numbers (TINs) or any other information which will be traceable to the certification agency's training location and dates for all technicians performing sampling, testing and inspection for both field and laboratory tests. Provide the names of the Florida Department of Transportation's Construction Training and Qualification Program (CTQP) certifications and other pertinent certifications held and the expiration dates for each certification for each technician. Include employed and subcontracted technicians.

f. Subcontractors.

- 1) Include the work of all subcontractors.
- 2) If a subcontractor is to perform work subject to the requirements of this Article, detail how that subcontractor will interface with Contractor's and other subcontractor's organizations.

g. Raw Materials:

- 1) Source: Identify the sources of raw materials. Provide locations and plant or mine numbers when applicable. Include the mailing address, physical address including county of the plant, telephone and fax numbers, E-mail address, primary contact at the plant, responsible person in charge, facility number provided by the FDOT, Owner information and Vendor Number and other information as required.
- 2) Certification: Describe methods of verifying compliance of certification with the Specifications.
- 3) Disposition of Failing Materials: Describe the system for controlling non-conforming materials, including procedures for identification, isolation and disposition.
- 4) Storage Facilities for Raw Materials: Describe measures and methods, including bedding details, for preventing segregation, contamination and degradation.
- 5) Describe methods of identifying individual materials. Where applicable, submit a site plan showing the locations of various materials.

h. Production Equipment: Describe calibration frequencies, maintenance schedule and procedures for production equipment.

i. Other Requirements:

- 1) Copy of Certification: Attach certifications issued by the plant/Contractor for the products approved by the FDOT that will be used in the Project.
 - 2) Statement of Compliance: Include a statement of compliance with all quality requirements set forth by the Department in the Contract Documents.
 - 3) Information on Producers with Accepted FDOT Quality Control Programs: All producers of materials listed herein in Subarticle 105-G.1 must have FDOT accepted QC Programs and be listed on the FDOT's List of Producers with Accepted QC Programs. Identify the Producers of materials for the Project and include the FDOT's Facility Id number as part of the identification.
 - 4) Describing Documentation Procedure: Identify location of document storage to enable Department review. Include QC charts, qualification/accreditation records, inspection reports, and other pertinent/supporting documents for an approved CQCP.
- j. Final Manufactured Product - Plant Operations: Describe inspection schedule and methods for identifying defects and non-compliance with the specifications. Describe corrective actions and methods to resolve them.
- 1) Storage: When storage of the produced materials is required and it is not defined in the Contract Documents, describe the methods and duration for storage. Include measures and methods for preventing segregation, contamination and degradation during storage.
 - 2) Disposition of Failing Materials: When not described in the specifications, describe the methods and measures for identifying and controlling the failing materials. Include preventive and corrective measures. Describe disposition of failing materials.
- k. Final Manufactured Product - Field Operations:
- 1) Transportation: Describe the method of delivery from the point of production/storage to the point of placement.
 - 2) Storage: When storage of the produced materials is required and it is not defined in the Contract Documents, describe the methods and duration for storage. Include measures and methods for preventing segregation, contamination and degradation during storage.
 - 3) Placement: Describe the methods and identify the type of equipment used in incorporation of the materials into the project.
 - 4) Disposition of Failing Materials: When not described in the specifications, describe the methods and measures for identifying and controlling the failing materials. Include preventive and corrective measures. Describe disposition of failing materials.
- C. Quality Control Plan Submittal.
1. Submit the CQCP to Engineer for approval within 21 days after the Contract Award or at the Preconstruction Conference, whichever is sooner. Do not incorporate materials into the Project or begin any work subject to the CQCP prior to Engineer's acceptance of the CQCP.
 2. Modifications or additions may be required to any part of the CQCP that is not adequately covered. Acceptance of the CQCP will be based on the inclusion of the required information. Acceptance does not imply any warranty by the County that the CQCP will result in consistent contract compliance. It remains the responsibility of Contractor to demonstrate such compliance.
 3. If at any time Contractor is not in compliance with the approved CQCP, or a part thereof, affected portions of the CQCP will be disapproved. Cease work in the affected operation(s) and submit a revision to Engineer. If the CQCP, or a part thereof, must be revised, submit the revision to Engineer. Engineer will review the revision and respond within seven calendar days of receipt.
 4. Continue to work on operations that are still in compliance with the approved sections of the CQCP.
 5. As work progresses, submit to Engineer for acceptance supplementary documentation to the CQCP whenever quality control or quality control personnel changes are necessary.
- D. Quality Control Documentation.
1. Maintain complete testing and inspection records by pay item number and make them accessible to Engineer. When or where required, submit the record and certification within one working day of the work being performed. If the record is incomplete, in error, or otherwise misleading, a copy of the record will be returned with corrections noted. When chronic errors or omissions occur, correct the procedures by which the records are produced.
 2. Submission of Materials Certification and Reporting Test Results: Provide certifications prior to placement of materials. Report test results at completion of the test and meet the requirements of the applicable Specifications.
 3. Worksheets: Make available to the Department, when requested, worksheets used for collecting test information. Ensure the worksheets at a minimum contain the following:
 - a. Project Identification Number,
 - b. Time and Date,
 - c. Laboratory Identification and Name,
 - d. Training Identification Numbers (TIN) and initials,
 - e. Record details as specified within the test method.
 4. Inspections to Assure Compliance with Acceptance Criteria.
 - a. General: The Department is not obligated to make an inspection of materials at the source of supply, manufacture, or fabrication.
 - b. Quality Control Inspection: Provide all necessary inspection to assure effective Quality Control of the operations related to materials acceptance. This includes but is not limited to sampling and testing, production, storage, delivery, construction and placement. Ensure that the equipment used in the

production and testing of the materials provides accurate and precise measurements in accordance with the applicable Specifications. Maintain a record of all inspections, including but not limited to, date of inspection, results of inspection, and any subsequent corrective actions taken. Make available to the Department the inspection records, when requested.

c. Notification of Placing Order:

- 1) Order materials sufficiently in advance of their incorporation in the work to allow time for sampling, testing and inspection. Notify Engineer, prior to placing orders for materials.
- 2) Submit to Engineer a fabrication schedule for all items requiring commercial inspection, before or at the preconstruction meeting. These items include, but are not limited to steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 41 feet, moveable bridge components or any other item identified as an item requiring commercial inspection in the Contract Documents.
- 3) Notify Engineer at least 30 days before beginning any production and include a production schedule.

E. Contractor Certification of Compliance.

1. Provide Engineer with a notarized monthly certification of compliance with the requirements of this Article, to accompany each progress estimate, on a form acceptable by Engineer. The Department may not authorize payment of any progress estimate not accompanied by an executed certification document.
2. Final payment will not be made until a final notarized certification summarizing all QC exceptions has been submitted.

F. Personnel Qualifications.

1. General:

- a. Provide qualified personnel for sampling, testing and inspection of materials and construction activities. Ensure that qualifications are maintained during the course of sampling, testing and inspection.
- b. Construction operations that require a qualified technician must not begin until Engineer verifies that the technician is on the FDOT CTQP list of qualified technicians.

2. QC Manager:

- a. Designate a QC Manager who has full authority to act as Contractor's agent to institute any and all actions necessary for the successful implementation of the CQCP. The QC Manager must speak and understand English. The QC Manager must be on-site at the Project on a daily basis or always available upon four hours notice to administer the CQCP. This includes administering, implementing, monitoring, and as necessary, adjusting the processes to ensure compliance with the Contract Documents. Ensure that the QC Manager is qualified as such through the FDOT CTQP.

- b. Under the direction of the QC Manager, and using standard forms approved by Engineer, summarize the daily QC activities including testing and material sampling. Since erasures are strictly prohibited on all reports and forms, use blue or colored ink. Do not use black ink. If manual corrections to original data are necessary, strike through, correct, and date the entry, including the initials of the person making the correction. Make copies of the completed forms available for the Department to review daily unless otherwise required in the specifications. Maintain all QC related reports and documentation for a period of three years from final acceptance of the Project. Make copies available for review by the Department upon request.

3. Worksite Traffic Supervisor:

- a. Provide a Worksite Traffic Supervisor who is responsible for initiating, installing, and maintaining all traffic control devices as described in Article 102 (Maintenance of Traffic) and in the Contract Documents. Ensure that the Worksite Traffic Supervisor is certified in the advanced training category by a FDOT approved training Provider. Approved Providers will be posted on the FDOT's website at the following URL address:

1) <http://www.dot.state.fl.us/rddesign/MOT/MOT.shtm>

- b. Use approved alternate Worksite Traffic Supervisors when necessary.

4. Flagger: Provide trained flaggers to direct traffic where one-way operation in a single lane is in effect and in other situations as required. The Worksite Traffic Supervisor or others as approved by the Department will provide training for flaggers.

5. Earthwork Quality Control Personnel:

- a. Earthwork Level I: Ensure the technician who samples soil and earthwork materials from the roadway project, takes earthwork moisture and density readings, and records those data in the Density Log Book holds a CTQP Earthwork Construction Inspection Level I qualification.
- b. Earthwork Level II: Ensure the technician responsible for determining the disposition of soil and earthwork materials on the roadway, and for interpreting and meeting Contract Document requirements holds a CTQP Earthwork Construction Inspection Level II qualification.

6. Asphalt Quality Control Personnel:

- a. Plant Technicians: For asphalt plant operations, provide a QC technician, qualified as a CTQP Asphalt Plant Level II technician, available at the asphalt plant at all times when producing mix for the Department. Perform all asphalt plant related testing with a CTQP Asphalt Plant Level I technician. As an exception, measurements of temperature may be performed by someone under the supervision of a CTQP Plant Level II technician.
- b. Paving Technicians: For paving operations (with the exception of miscellaneous or temporary asphalt), keep a qualified CTQP Asphalt Paving Level II technician on the roadway at all times when placing asphalt mix for the Department, and perform all testing with a CTQP

Asphalt Paving Level I technician. As an exception, measurements of cross-slope, temperature, and yield (spread rate) can be performed by someone under the supervision of a CTQP Paving Level II technician at the roadway.

- c. Mix Designer: Ensure all mix designs are developed by individuals who are CTQP qualified as an Asphalt Hot Mix Designer.
- d. Documentation: Document all QC procedures, inspection, and all test results and make them available for review by Engineer throughout the life of the Contract. Identify in the asphalt producer's Quality Control Plan the Quality Control Manager(s) and/or Asphalt Plant Level II technician(s) responsible for the decision to resume production after a quality control failure.

7. Concrete QC Personnel:

- a. Concrete Field Technician - Level I: Ensure technicians performing plastic property testing on concrete for materials acceptance are qualified CTQP Concrete Field Technicians Level I. Plastic property testing will include but not be limited to slump, temperature, air content, water-to-cementitious materials ratio calculation, and making and curing concrete cylinders. Duties will include initial sampling and testing to confirm specification compliance prior to beginning concrete placements, ensuring timely placement of initial cure and providing for the transport of compressive strength samples to the designated laboratories.
- b. Concrete Field Inspector - Level II: Ensure field inspectors responsible for the quality of concrete being placed on major bridge projects are qualified CTQP Concrete Field Inspectors Level II. A Level II Inspector must be present on the jobsite during all concrete placements. Prior to the placement of concrete, the inspector will inspect the element to be cast to ensure compliance with Contract Documents. A Level II Inspector's duties may include ensuring that concrete testing, inspection, and curing in the field are performed in accordance with the Contract Documents. The QC Inspector will inform the Verification Inspector of anticipated concrete placements and LOT sizes.
- c. Concrete Laboratory Technician:
 - 1) Concrete Laboratory Technician - Level I: Ensure technicians testing cylinders and recording concrete strength for material acceptance are qualified CTQP Concrete Laboratory Technicians Level I. Duties include final curing, compressive strength testing, and the recording/reporting of all test data.
 - 2) Concrete Laboratory Technician – Level II: Ensure that laboratories providing hardened property test results to the Department are under the supervision of a CTQP Concrete Laboratory Technician - Level II. This person is responsible to ensure that the tests are performed in accordance with Standard Test Methods, project specifications and other contract documents.

8. Supervisory Personnel – Post-Tensioned and Movable Bridge Structures:

- a. General: Provide supervisory personnel meeting the qualification requirements only for the post-tensioned and movable bridge types detailed in this Article. Submit qualifications to Engineer at the pre-construction conference. Do not begin construction until the qualifications of supervisory personnel have been approved by Engineer.
- b. Proof of License or Certification:
 - 1) Submit a copy of the Professional Engineer license current and in force issued by the state in which registration is held. The license must be for the field of engineering that the construction work involves such as Civil, Electrical or Mechanical. Under certain circumstances Florida registration may be required.
 - 2) Submit a copy of the license issued by the State of Florida for tradesmen that require a license indicating that the license is in force and is current. Submit a copy of the certification issued by the Instrumentation, Systems and Automation Society of America for each Certified Control Systems Technician.
- c. Experience Record: Submit the following information for supervisory personnel to substantiate their experience record. The supervisor (project engineer, superintendent/manager or foreman) seeking approval must provide a notarized certification statement attesting to the completeness and accuracy of the information submitted. Provide the following experience information for each individual seeking approval as a supervisor:
 - 1) Project owner's name and telephone number of an owner's representative, project identification number, state, city, county, highway number and feature intersected.
 - 2) Provide a detailed description of each bridge construction experience, and the level of supervisory authority during that experience. Report the duration in weeks, as well as begin and end dates, for each experience period.
 - 3) Provide the name, address and telephone number of an individual that can verify that the experience being reported is accurate. This individual should have been an immediate supervisor unless the supervisor cannot be contacted in which case another individual with direct knowledge of the experience is acceptable.
- d. Concrete Post-Tensioned Segmental Box Girder Construction: Ensure the individuals filling the following positions meet the minimum requirements as follows:
 - 1) Project Engineer-New Construction: Ensure the Project Engineer is a registered Professional Engineer with five years of bridge construction experience. Ensure a minimum of three years of experience is in Segmental Box Girder Construction Engineering and includes a minimum of one year in segmental casting yard operations and related surveying, one year in segment erection and related surveying, including post-tensioning and grouting of longitudinal tendons and a minimum of one year as the Project Engineer in responsible charge of

Segmental Box Girder Construction Engineering. Ensure this individual is present at the site of construction, at all times while segmental box girder construction or segment erection is in progress.

- 2) Project Engineer-Repair and Rehabilitation: Ensure the Project Engineer is a registered Professional Engineer with five years of bridge construction experience. Ensure a minimum of three years of experience is in Segmental Box Girder Construction Engineering and includes one year of post-tensioning and grouting of longitudinal tendons and a minimum of one year as the Project Engineer in responsible charge of Segmental Box Girder rehabilitation engineering or Segmental Box Girder new construction engineering.
- 3) Project Superintendent/Manager - New Construction:
 - a) Ensure the Project Superintendent/Manager has a minimum of ten years of bridge construction experience or is a registered Professional Engineer with five years of bridge construction experience. Ensure that a minimum of three years of experience is in Segmental Box Girder construction operations and includes a minimum of one year in the casting yard operations and related surveying, one year in segment erection and related surveying including post-tensioning and grouting of longitudinal tendons and a minimum of one year as the Project
 - b) Superintendent/Manager in responsible charge of Segmental Box Girder construction operations. Ensure this individual is present at the site of construction, at all times while segmental box girder construction or segment erection is in progress.
- 4) Project Superintendent/Manager-Repair and Rehabilitation: Ensure the Project Superintendent/Manager has a minimum of five years of bridge construction experience or is a registered Professional Engineer with three years of bridge construction experience. Ensure that a minimum of two years of experience is in Segmental Box Girder construction operations and includes a minimum of one year experience performing post-tensioning and grouting of longitudinal tendons and a minimum of one year as the Project Superintendent/Manager in responsible charge of Segmental Box Girder rehabilitation operations or Segmental Box Girder new construction operations.
- 5) Foreman-New Construction: Ensure that the Foreman has a minimum of five years of bridge construction experience with two years of experience in Segmental Box Girder Operations and a minimum of one year as the foreman in responsible charge of Segmental Box Girder new construction Operations. Ensure this individual is present at the site of construction, at all times while segmental box girder construction or segment erection is in progress.
- 6) Foreman-Repair and Rehabilitation: Ensure the Foreman has a minimum of five years of bridge construction experience with two years of

experience in Segmental Box Girder Operations and a minimum of one year as the foreman in responsible charge of Segmental Box Girder rehabilitation operations or Segmental Box Girder new construction operations.

7) Geometry Control Engineer/Manager:

- a) Ensure that the Geometry Control Engineer/Manager for construction of cast-in-place box segments is a registered Professional Engineer with one year of experience, a non-registered Engineer with three years of experience or a Registered Professional Land Surveyor with three years of experience in geometry control for casting and erection of cast-in-place box segments. Credit for experience in cast-in-place box girder geometry control will be given for experience in precast box girder geometry control but not vice versa.
- b) Ensure that the Geometry Control Engineer/Manager for precast box segments is a registered Professional Engineer with one year of experience or non-registered with three years of experience in casting yard geometry control of concrete box segments.
- c) The Geometry Control Engineer/Manager must be responsible for and experienced at implementing the method for establishing and maintaining geometry control for segment casting yard operations and segment erection operations and must be experienced with the use of computer programs for monitoring and adjusting theoretical segment casting curves and geometry. This individual must be experienced at establishing procedures for assuring accurate segment form setup, post-tensioning duct and rebar alignment and effective concrete placement and curing operations as well as for verifying that casting and erection field survey data has been properly gathered and recorded. Ensure this individual is present at the site of construction, at all times while cast-in-place segmental box girder construction is in progress or until casting yard operations and segment erection is complete.
- 8) Surveyor: Ensure that the Surveyor in charge of geometry control surveying for box segment casting and/or box segment erection has a minimum of one year of bridge construction surveying experience. Ensure this individual is present at the site of construction, at all times while segmental box girder construction or segment erection is in progress.
- e. Movable Bridge Construction: Ensure the individual filling the following positions meet the minimum requirements as follows:
 - 1) Electrical Journeyman: Ensure the Electrical Journeyman holds, an active journeyman electrician's license and has at least five years experience in industrial electrical work, or is a Certified Control Systems Technician. A Certified Control Systems Technician will not be permitted to perform electrical power work including, but not limited to, conduit and wire-way installation or

power conductor connection. Ensure the electrical journeyman has successfully completed the installation of one similar movable bridge electrical system during the last three years.

- 2) Control Systems Engineer and Mechanical Systems Engineer: Ensure the Control Systems Engineer and Mechanical Systems Engineer are both registered Professional Engineers with a minimum of 10 years supervisory experience each in movable bridge construction. Ensure the engineers have working knowledge of the movable bridge leaf motion control techniques, mechanical equipment and arrangements specified for this project. Ensure that each Engineer has been in responsible control of the design and implementation of at least three movable bridge electrical control and machinery systems within the past 10 years of which, at least one of the three bridges was within the last three years. Ensure that a minimum of one of the three bridge designs incorporated the same type of leaf motion control and machinery systems specified for this project.
- f. Concrete Post-Tensioned Other Than Segmental Box Girder Construction: Ensure the individual filling the following positions meet the minimum requirements as follows:
 - 1) Project Engineer: Ensure the Project Engineer is a registered Professional Engineer with five years of bridge construction experience. Ensure that a minimum of three years of experience is in concrete post-tensioned construction. Ensure that the three years of experience includes experience in girder erection, safe use of cranes, stabilization of girders; design of false work for temporary girder support, post-tensioning and grouting operations, and a minimum of one year as the Project Engineer in responsible charge of post-tensioning related engineering responsibilities.
 - 2) Project Superintendent/Manager: Ensure the Project Superintendent/Manager has a minimum of ten years of bridge construction experience or is a registered Professional Engineer with five years of bridge construction experience and has a minimum of three years of supervisory experience in girder erection, safe use of cranes, stabilization of girders; design of falsework for temporary girder support post-tensioning, grouting operations and a minimum of one year as the Project Superintendent/Manager in responsible charge of post-tensioning related operations.
 - 3) Foreman: Ensure the Foreman has a minimum of five years of bridge construction experience with two years of experience in post-tensioning related operations and a minimum of one year as the foreman in responsible charge of post-tensioning related operations.
- g. Post-Tensioning (PT) and Grouting Personnel Qualifications: Perform all stressing and grouting operations in the presence of Engineer and with personnel meeting the qualifications of this article. Coordinate and schedule all PT and grouting activities to facilitate inspection by Engineer.

- 1) Post-Tensioning: Perform all PT field operations under the direct supervision of a Level II CTQP Qualified PT Technician who must be present at the site of the post-tensioning work during the entire duration of the operation. For the superstructures of bridges having concrete post-tensioned box or I girder construction, provide at least two CTQP qualified PT technicians, Level I or II, on the work crew. The supervisor of the work crew, who must be a Level II CTQP Qualified PT Technician, may also be a work crew member, in which case, the supervisor shall count as one of the two CTQP qualified work crew members. For PT operations other than the superstructures of post-tensioned box or I girder construction, perform all PT operations under the direct supervision of a Level II CTQP Qualified PT Technician who must be present at the site of the PT work during the entire duration of the operation. Work crew members are not required to be CTQP qualified.

2) Grouting:

- a) Perform all grouting field operations under the direct supervision of a Level II CTQP Qualified Grouting Technician who must be present at the site of the grouting work during the entire duration of the operation. For the superstructures of bridges having concrete post-tensioned box or I girder construction, provide at least two CTQP qualified grouting technicians, Level I or II, on the work crew. The supervisor of the work crew, who must be a Level II CTQP Qualified Grouting Technician, may also be a work crew member, in which case, the supervisor shall count as one of two CTQP qualified work crew members.
- b) For grouting operations other than the superstructures of post-tensioned box or I girder construction, perform all grouting operations under the direct supervision of a Level II CTQP Qualified Grouting Technician who must be present at the site of the grouting work during the entire duration of the operation. Work crew members are not required to be CTQP qualified.
- c) Perform all vacuum grouting operations under the direct supervision of a crew foreman who has been trained and has experience in the use of vacuum grouting equipment and procedures. Submit the crew foreman's training and experience records to Engineer prior to performing any vacuum grouting operation.

h. Failure to Comply with Bridge Qualification Requirements:

- 1) Make an immediate effort to reestablish compliance. If an immediate effort is not put forth as determined by Engineer, payment for the bridge construction operations requiring supervisors to be qualified under this Specification will be withheld up to 60 days. Cease all bridge construction and related activities (casting yard, etc.) if compliance is not met within 60 days, regardless of how much effort is put forth. Resume bridge construction operations only after written approval from Engineer stating that compliance is reestablished.

9. Prestressed Concrete Plant Quality Control Personnel:

- a. Ensure each prestressed concrete plant has an onsite production manager, an onsite Plant Quality Control Manager, a Plant engineer, and adequate onsite QC inspectors/technicians to provide complete QC inspections and testing.
- b. Ensure the Plant Manager for QC has at least five years of related experience and a current PCI QC personnel Level III certification and a certificate of completion of FDOT Section 450 Specification examination. Ensure that the QC inspector/technician has current PCI QC Technician/Inspector Level II certification and a certificate of completion of FDOT Section 450 Specification examination.
- c. Ensure that the batch plant operators of the ready mixed concrete batch plants meet the requirements of Section 9.2 of the FDOT Materials Manual. Ensure that the batch plant operators of the onsite centrally mixed concrete plants meet the training requirements of Subarticle 105-F.11.b.4) b) below.

10. Signal Installation Inspector:

- a. Provide an inspector trained and certified by the International Municipal Signal Association (IMSA) as a Traffic Signal Inspector to perform all signal installation inspections. Use only Department approved signal inspection report forms during the signal inspection activities.
- b. Ensure all equipment, materials, and hardware is in compliance with Department Specifications and verify that all equipment requiring certification is listed on the PWWM Traffic Signals And Signs Qualified Products List (TSSQPL) <http://www.miamidade.gov/qpl/>.
- c. Provide the completed signal inspection report form(s), certified by the IMSA Traffic Signal Inspector to Engineer. Sample forms are available at the FDOT webpage address:

<http://www.dot.state.fl.us/trafficoperations>

11. Pipe and Precast Concrete Products Manufacturing Facilities Quality Control Personnel:

- a. General: Obtain personnel certifications from FDOT accredited training providers. The list of FDOT approved courses and their accredited providers is available on the State Materials Office website.
- b. Precast Concrete Drainage Structures, Precast Concrete Box Culvert, Precast Concrete Pipe, Incidental Precast Concrete, and Flexible Pipe Manufacturing Facilities Quality Control Personnel:
 - 1) Level I Quality Control Inspectors: Ensure that the Level I Inspectors have completed a minimum of a 12-hour, Department approved, Level I QC Inspector training course in the respective work area. As an exception to this, ensure Flexible Pipe Level I QC Inspectors have completed a minimum of an 8-hour, Department approved, Level I QC Flexible Pipe Inspector training course. For Incidental Precast Concrete, as an alternative to the completion of the 12-hour training course, the Department will accept QC personnel meeting the requirements of Subarticle 105-F.11.b.4)a) below and CTQP Concrete Field Technician level I

certification or Precast/Prestressed Concrete Institute (PCI) Quality Control Technician/Inspector Level II certification.

- 2) Level II Quality Control Inspectors: Ensure that Level II Inspectors have completed FDOT approved Level I QC Inspector training and a minimum of a 5-hour, FDOT approved, Level II QC Inspector training course in the respective work areas. For Incidental Precast Concrete, as an alternative to the completion of the 5-hour training course, the Department will accept CTQP Concrete Field Technician Level II or PCI Quality Control Level III certifications.
- 3) Plant Quality Control Manager: Ensure that QC Manager has completed FDOT approved Level II QC Inspector training and has a minimum of 2 years construction related experience in the specific work area.
- 4) Additional Requirements for Quality Control Personnel of Precast Concrete Drainage, Precast Concrete Box Culvert, and Incidental Precast Concrete Manufacturing Facilities:
 - a) Testing Personnel: Ensure the personnel performing plastic property tests have ACI Concrete Field Testing Technician-Grade I certification. Ensure the personnel performing laboratory compressive strength testing have ACI Concrete Laboratory Testing Technician-Grade 1 certification or ACI Concrete Strength Testing Technician certification.
 - b) Batch Plant Operator: Ensure the concrete batch plant operator is qualified as a CTQP Concrete Batch Plant Operator. As an alternative to CTQP qualification, the Department will accept the completion of a minimum of a 6-hour, FDOT approved, Batch Plant Operator training course.

12. Structural Steel and Miscellaneous Metals Fabrication Facility Quality Control Personnel:

- a. Ensure each fabrication facility has an onsite production manager, an onsite facility manager for QC, a plant engineer, and on site QC inspectors/technicians to provide complete QC inspections and testing.
- b. Ensure that the Facility Manager for QC and QC inspectors/technicians meet the certification requirements set forth in the latest version of AASHTO/NSBA Steel Bridge Collaboration S 4.1, Steel Bridge Fabrication QC/QA Guide Specification, including the years of experience required in Table 105-1 below. The Facility Manager for QC must meet the requirements of Table 105-1 for every Structural Steel Member Type produced by a plant with QC being managed by the Facility Manager for QC. The Facility Manager for QC will report directly to the plant manager or plant engineer and must not be the plant production manager nor report to or be the subordinate of the plant production manager. QC inspectors/technicians must be the employees of, and must report directly to the Facility Manager for QC.

TABLE 105-1 Experience Requirements for QC Inspectors/Technicians And Facility Manager for Quality Control		
Structural Steel Member Type	Minimum Years of Experience Required	
	QC Inspector/Technician	Facility Manager for QC
Rolled beam bridges	1 year	3 years
Welded plate girders (I sections, box sections, etc.)	2 years	4 years
Complex structures, such as trusses, arches, cable stayed bridges, and moveable bridges	3 years	5 years
Fracture critical (FC) members	3 years	5 years

G. FDOT Quality Control Program.

1. Producers for the following materials must have an accepted FDOT Quality Control Program during the production of materials to be used on Department projects and be currently listed in the FDOT Materials/Producer Listings and must meet and maintain the approved FDOT Quality Control Program requirements at all times while producing materials that will be incorporated into the Project (<http://www.dot.state.fl.us/statematerialsoffice/quality/programs/qualitycontrol/materialslistings/postjuly2002.shtm>):
 - a. Aggregate
 - b. Asphalt Mix
 - c. Cementitious Material
 - d. Drainage Products
 - e. Earthwork
 - f. Galvanize Metal Products
 - g. Portland Cement Concrete (Structural)
 - h. Prestress/Precast Concrete Products
 - i. Steel and Miscellaneous Metal
 - j. Timber
2. When accreditation or certification is required, make supporting documents from the two previous inspections performed by the accrediting or certifying agency available to the Department upon request.
3. Prestressed Concrete Quality Control Program: Ensure that prestressed concrete plants participating in the FDOT's Acceptance Program are qualified. Obtaining qualification requires a current certification from a FDOT approved precast prestressed concrete plant certification agency and a FDOT approved Quality Control Plan. The list of FDOT approved certification agencies is available on the website of the FDOT State Materials Office.

4. Steel and Miscellaneous Metals Quality Control Program:

- a. Ensure that the fabricators of Steel and miscellaneous metal products participating in the FDOT's Quality Control Acceptance Program are qualified. Obtaining qualification requires an accepted FDOT Quality Control Plan. A current American Institute for Steel Construction (AISC) certification is a requirement for the Quality Control Acceptance Program of the steel and miscellaneous metal fabricators, provided that AISC certification program is available for the category of the fabrication products.
- b. Steel and Miscellaneous Metal products, including aluminum, are defined as the metal components of bridges, including pedestrian and moveable bridges, overhead and cantilevered sign supports, ladders and platforms, bearings, end wall grates, roadway gratings, drainage items, expansion joints, roadway decking, shear connectors, handrails, galvanized products, fencing, guardrail, light poles, high mast light poles, standard mast arm assemblies and Monotube assemblies, stay in-place forms, casing pipe, strain poles, fasteners, connectors and other hardware.

107 LITTER REMOVAL AND MOWING (REV. 11-25-2015)

A. Description.

1. Contractor to be responsible for the work below in areas where the County or the property owner has restricted or limited access to maintain the property.
 - a. Provide pickup, removal and disposal of litter within the project limits from the outside edge of travel way to the right of way line. Include the median on divided highways, from the inside edge of travel way to the inside edge of travel way. Litter includes; but is not limited to, bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, and brush debris. Exclude any inaccessible areas or areas identified in the Plans as new landscaping in accordance with the Contract Documents.
 - b. Mow turf or vegetation within the project limits. Turf consists of grasses planted in accordance with FDOT Section 570. Vegetation consists of planted and natural grasses, weeds, and other natural vegetation that have been previously mowed. Exclude any areas identified in the Plans as new landscaping in accordance with the Contract Documents.

B. Operation.

1. Frequency:

- a. Remove litter daily from the beginning of the project until final completion, unless otherwise directed by the Engineer. Continue litter removal until final acceptance.
- b. Begin mowing when directed by the Engineer and continue per the frequency agreed, (every month or less depending of the weather season) unless otherwise directed by the Engineer. Mow all areas to obtain a uniform height of 6 inches. Maintain turf and vegetation height between 6 inches and 12 inches. Do not include seed stalk or wildflowers when measuring

height. Continue mowing until final acceptance. After final acceptance perform litter removal and mowing until new turf is established in accordance with FDOT 570-4 at no cost to the County.

- c. Perform litter removal prior to and in conjunction with mowing; however, the Engineer may direct litter pickups in addition to those performed in conjunction with mowing. Do not mow new turf until a healthy root system is established. In designated wildflower areas, avoid cutting wildflowers when in bloom and when re-seeding.

2. General:

- a. Mow shoulders and medians concurrently so that not more than one mile will be left partially mowed at the conclusion of the working day. Mow turf and vegetation on slopes or around appurtenances concurrent with the mowing operation. In areas saturated with standing water, mow or cut to the surface of the water using hand labor or other specialized equipment when standard equipment will cause damage. Do not remove turf or other vegetation cuttings from the right-of-way, or rake or pick up the cuttings unless the cuttings are in the traveled ways, bike lanes, or sidewalk; are obstructing drainage structures; or are the result of cleaning the equipment.

3. Limitations:

- a. Maintain traffic in accordance with Article 102-Maintenance of Traffic. When mowing within four feet of a travel lane, operate the equipment in the same direction of traffic, unless the adjacent lane is closed to traffic due to construction operations. Perform all work during daylight hours.

4. Disposal of Litter and Debris:

- a. During each litter removal cycle, bag and remove all litter or piles at the end of each working day. Dispose of litter in accordance with applicable local and state laws. Do not store or stockpile litter within the project limits.

C. Method of Measurement.

1. No measure is included for litter removal or mowing.

D. Basis of Payment.

1. All work and incidental costs specified as being covered under this Article will be included for payment under the several scheduled items of the overall Contract, and no separate payment will be made.

110 CLEARING AND GRUBBING (REV. 05-16-11)

A. General.

1. Perform all Clearing and Grubbing required by the Contract Documents or necessary to prepare the Project site for the proposed construction.

2. Remove and dispose of all structures, material, product and debris not required to be salvaged or not required to complete the construction.
3. Trim trees and shrubs within the Project right-of-way that are required by the Contract Documents or necessary for the construction of the Project.
4. Perform the work and meet all the requirements for the miscellaneous operations described in Subarticle B.6 herein.
5. Protect and do not displace structures which are to remain in place.

B. Clearing and Grubbing:

1. Standard Clearing and Grubbing.

- a. Perform Standard Clearing and Grubbing within:

- 1) Right-of-way of the roadway to be constructed.
- 2) All Project areas, whether or not shown in the Plans, that require Clearing and Grubbing including:
 - a) Areas where excavation is to be done.
 - b) Areas where roadway embankments will be constructed.
 - c) Areas where structures will be constructed or installed.

- b. Work includes complete removal and disposal of:

- 1) All buildings, structures, appurtenances, existing pavement, trees, plants, vegetation, timber, brush, stumps, roots, rubbish, debris, and all other obstructions resting on or protruding through the surface of the existing ground and the surface of excavated areas.
- 2) All other structures and obstructions necessary to be removed and for which other items of the Contract do not specify the removal thereof.
- 3) Any boulders encountered in the roadway excavation or found on the surface of the ground unless otherwise permitted by the Contract Documents

- c. Depths of Removal of Roots, Stumps, and Other Debris:

- 1) Completely remove and dispose of all stumps found within the roadway right-of-way.
- 2) Remove roots and other debris from all excavated material to be used in the construction of roadway embankment.
- 3) In all areas where excavation is to be performed or roadway embankments are to be constructed, plow the surface to a depth of at least 6 inches, and remove roots and other debris to a depth of 12 inches below the ground surface.
- 4) Remove all roots and other debris protruding through or appearing on the surface of the completed excavation within the roadway area and for structures, to a depth of at least 12 inches below the finished excavation surface.

- 5) In borrow pits, material pits, and lateral ditches, remove or cut off all stumps, roots, etc. below the surface of the completed excavation. Do not perform any clearing or grubbing within 3 feet inside the right-of-way line in borrow and material pits.
 - 6) Within all other areas where Standard Clearing and Grubbing is to be performed, remove roots and other debris projecting through or appearing on the surface of the original ground to a depth of 12 inches below the surface, but do not plow or harrow these areas.
- d. Trees to Remain:
- 1) As an exception to the above provisions, where so directed by the Engineer, trim, protect, and leave standing desirable trees within the Project area.
 - 2) Trim branches of trees extending over the area occupied by the roadway as directed, to give a clear height of 16 feet above the roadway.
2. Selective Clearing and Grubbing.
- a. Perform Selective Clearing and Grubbing only in areas so designated in the Plans or where directed by the Engineer.
 - b. Completely remove and dispose of stumps and remove and dispose of all vegetation, obstructions, etc., as required for Standard Clearing and Grubbing except that, where so elected, the Contractor may cut roots flush with the ground surface.
 - c. Entirely remove undergrowth except in specific areas designated by the Engineer to remain for aesthetic purposes.
 - d. Trim, protect, and leave standing desirable trees, with the exception of such trees as the Engineer may designate to be removed in order to facilitate right-of-way maintenance. Remove undesirable or damaged trees as so designated by the Engineer.
3. Removal of Buildings.
- a. Completely remove all parts of the buildings, including utilities, plumbing, foundations, floors, basements, steps, connecting concrete sidewalks or other pavement, septic tanks, and any other appurtenances, by any practical manner which is not detrimental to other property and improvements. Remove utilities to the point of connection to the utility authority's cut-in.
 - b. After removing the sewer connections to the point of cut-in, construct a concrete plug at the cut-in point, as directed by the Engineer, except where the utility owners may elect to perform their own plugging. Contact the appropriate utility companies prior to removal of any part of the building to ensure disconnection of services.
 - c. Removal by Others: Where buildings within the area to be cleared and grubbed are so specified to be removed by others, remove and dispose of any foundations, curtain walls, concrete floors, basements or other foundation parts which might be left in place after such removal of buildings by others.
4. Removal of Existing Structures.
- a. Structures to be removed include:
 - 1) Structures, or portions of structures, shown in the Plans to be removed;
 - 2) Structures, or portions of structures, found within the areas requiring Clearing and Grubbing, and directed by the Engineer to be removed.
 - 3) Structures, or portion of structures, which are necessary to be removed in order to construct new structures; and
 - 4) All other appurtenances or obstructions which may be designated in the Contract Documents as to be included for removal under this Article.
 - b. Removal Requirements:
 - 1) General:
 - a) Remove and dispose of all materials from existing structures required to be removed.
 - b) Remove the structures in a neat manner so as to leave no obstructions to any proposed new structures, construction, or to any waterways.
 - c) Pull, cut off, or break off pilings to the requirements of the permit or other Contract Documents, whichever requires the deepest removal, but not less than 2 feet below the finish ground line.
 - d) If Plans indicate channel excavation to be done by others, consider the finish ground line as the limits of such excavation.
 - e) For materials which are to remain the property of the Department or are to be salvaged for use in temporary structures, avoid damage to such materials, and entirely remove all bolts, nails, etc. from timbers to be so salvaged.
 - f) Mark structural steel members for identification as directed.
 - 2) Removal of Steel Members With Hazardous Coatings:
 - a) Provide to the Engineer for approval, a copy of the "Contractor's Lead in Construction Compliance Program" from the firm actually removing and disposing of these steel members before any members are disturbed.
 - b) Vacuum power tool clean any coated steel member to bare metal as defined by SSPC-SP11 a minimum of 4 inches either side of any area to be heated (torch cutting, sawing, grinding, etc.) in accordance with 29 CFR 1926.354. Abrasive blasting is prohibited.
 - c) Provide air supplied respirators in accordance with 29 CFR 1926.62 and 29 CFR 1910.134.
 - c. Partial Removal of Bridges:
 - 1) For all demolition methods, submit for review and approval of the Engineer, a demolition plan that describes the method of removal, equipment to be used, types of rebar splices or couplers, and method of straightening or cutting rebars. In addition, for hydro-demolition, describe the method for control of water or slurry runoff and measures for safe containment of concrete fragments that are thrown out by the hydro-demolition machine.

- 2) Where concrete is to be removed to neat lines, use concrete saws or hydro-demolition methods capable of providing a reasonably uniform cleavage face. If the equipment used will not provide a uniform cut without surface spalling, first score the outlines of the work with small trenches or grooves.
 - 3) On concrete bridges to be partially removed and widened, remove concrete by manually or mechanically operated pavement breakers, by concrete saws, by chipping hammers, or by hydro-demolition methods. Do not use explosives.
 - d. Authority of U.S. Coast Guard: For structures in navigable waters, when constructing the project under authority of a U.S. Coast Guard permit, the U.S. Coast Guard may inspect and approve the work to remove any existing structures involved therein, prior to acceptance by the Department.
 - e. Asbestos Containing Materials (ACM) Not Identified Prior to the Work:
 - 1) When encountering or exposing any condition indicating the presence of asbestos, cease operations immediately in the vicinity and notify the Engineer.
 - 2) Make every effort to minimize the disturbance of the ACM. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Provisions shall meet all applicable laws, rules or regulations covering hazardous conditions and will be in a manner commensurate with the gravity of the conditions.
 - 3) The Engineer will direct the Prime Contractor when operations may resume in the affected area.
5. Removal of Existing Concrete Pavement.
- a. Remove and dispose of existing rigid portland cement concrete pavement, sidewalk, slope pavement, ditch pavement, curb, and curb and gutter etc., where shown in the plans or ordered by the Engineer to be removed or where required because of the construction operations.
 - b. The work under Removal of Existing Concrete Pavement does not include the removal of retaining walls, drainage structures and flexible asphalt pavement.
6. Miscellaneous Operations.
- a. Water Wells Required to be Plugged:
 - 1) Fill or plug all water wells within the right-of-way, including areas of borrow pits and lateral ditches that are not to remain in service, in accordance with applicable Water Management District rules or the Department of Environmental Protection regulations.
 - 2) Cut off the casing of cased wells at least 12 inches below the ground line or 12 inches below the elevation of the finished excavation surface, whichever is lower. Water wells, as referred to herein, are defined either as artesian or non-artesian, as follows:
 - a) An artesian well is an artificial hole in the ground from which water supplies may be obtained and which penetrates any water-bearing rock, the water in which is raised to the surface by natural flow or which rises to an elevation above the top of the water-bearing bed. Artesian wells are further defined to include all holes drilled as a source of water that penetrate any water-bearing beds that are a part of the artesian water system of Florida, as determined by representatives of the applicable Water Management District.
 - b) A non-artesian (water-table) well is a well in which the source of water is an unconfined aquifer. The water in a non-artesian well does not rise above the source bed.
 - b. Landscape Areas: When certain areas of the right-of-way, outside of the limits of construction, are shown in the plans or designated by the Engineer to be landscaped, either under the construction Contract or at a later time, remove undesirable trees, stumps, undergrowth, and vegetation, as directed, and preserve and trim natural growth and trees as directed by the Engineer.
 - c. Leveling Terrain: Within the areas between the limits of construction and the outer limits of clearing and grubbing, fill all holes and other depressions, and cut down all mounds and ridges. Make the area of a sufficient uniform contour so that the Department's subsequent mowing and cutting operations are not hindered by irregularity of terrain. Perform this work regardless of whether the irregularities were the result of construction operations or existed originally.
 - d. Mailboxes: When the Contract Documents require furnishing and installing mailboxes, permit each owner to remove the existing mailbox. Work with the Local Postmaster to develop a method of temporary mail service for the period between removal and installation of the new mailboxes. Install the mailboxes in accordance with the Design Standards.
- C. Ownership of Materials.
1. Except as may be otherwise specified in the Contract Documents, the Contractor shall take ownership of all buildings, structures, appurtenances, and other materials removed by him and shall dispose of them in accordance with subarticle D below.
- D. Disposal of Materials.
1. General:
 - a. Dispose of all debris, timber, stumps, brush, roots, rubbish, and other waste material resulting from clearing and grubbing in areas and by methods meeting the applicable requirements of all Local, State and Federal regulations.
 2. Disposal of Treated Wood:
 - a. Treated wood, including that which comes from bridge channel fender systems, must be handled and disposed of properly during removal.
 - b. Treated wood should not be cut or otherwise mechanically altered in a manner that would generate

dust or particles without proper respiratory and dermal protection.

- c. Treated wood must be disposed of in at least a lined solid waste facility or through recycling/reuse.
- d. Treated wood shall not be disposed by burning or placement in a construction and demolition (C&D) debris landfill.
- e. All compensation for the cost of removal and disposal of treated wood will be included in the Cost of Removal of Existing Structures when an item for direct payment is provided in the Contract. If an item of direct payment is not provided in the Contract, the aforementioned cost is included in the cost for Clearing and Grubbing or among the other items of work in the Contract.

3. Hazardous Materials/Waste:

a. General:

- 1) Handle, transport and dispose of hazardous materials in accordance with all Local, State and Federal requirements including the following:
 - a) SSPC Guide 7
 - b) Federal Water Pollution Control Act, and
 - c) Resource Conservation and Recovery Act (RCRA).
- 2) Accept responsibility for the collection, sampling, classification, packaging, labeling, accumulation time, storage, manifesting, transportation, treatment and disposal of hazardous waste, both solid and liquid. Separate all solid and liquid waste and collect all liquids used at hygiene stations and handle as hazardous materials/waste. Obtain written approval from the Engineer and required agencies for all hazardous materials/waste stabilization methods before implementation.
- 3) Obtain an EPA/FDEP Hazardous Waste Identification Number (EPA/FDEP ID Number) before transporting and/or disposal of any hazardous materials/waste.
- 4) List the Department as the generator of all hazardous materials/waste.
- 5) Submit the following for the Engineers' approval before transporting, treatment or disposal of any hazardous materials/waste:
 - a) Name, address and qualifications of the transporter,
 - b) Name, address and qualifications of the treatment facility,
 - c) Proposed treatment and/or disposal of all Hazardous Materials/Waste.
- 6) Transport all hazardous materials/waste in accordance with applicable 40 CFR 263 Standards. Provide a copy of all completed Hazardous Materials/Waste manifest/bills of lading to the Engineer within 21 days of each shipment.

b. Steel Members With Hazardous Coating:

- 1) Unless otherwise required by the Contract Documents, dispose of steel members with hazardous coating in one of the following manners:

- a) Deliver the steel members and other hazardous waste to a licensed recycling or treatment facility capable of processing steel members with hazardous coating.
- b) Deliver any other hazardous materials/waste to a licensed hazardous materials/waste recycling treatment facility.

- 2) Dismantle and/or cut steel members to meet the required dimensions of the recycling facility, treatment facility or other regulatory agency.
- 3) All compensation for the cost of removal and disposal of hazardous materials/waste will be included in the Cost of Removal of Existing Structures when an item for direct payment is provided in the Contract. If an item of direct payment is not provided in the Contract, the aforementioned cost is included in the cost for Clearing and Grubbing or among the other items of work in the Contract.

c. Certification of Compliance:

- 1) Furnish two copies of Certification of Compliance from the firm actually removing and disposing of the hazardous materials/waste stipulating, the hazardous materials/waste has been handled, transported and disposed of in accordance with this Specification.
- 2) The Certification of Compliance shall be attested to by a person having legal authority to bind the company.

- d. Maintain all records required by this Specification and ensure they are available to the Department upon request.

E. Method of Measurement.

1. Clearing and Grubbing:

- a. No Direct Payment Provided: When no item for direct payment of Clearing and Grubbing is provided by the Contract, the costs for performing all work and meeting the requirements of this Article will be included among the various scheduled items of the Contract.
- b. Direct Payment Provided: When direct payment for Clearing and Grubbing is provided in the Contract, the quantity to be paid for will be the lump sum quantity.
- 2. One or more of the following items may appear in a contract where no direct payment item for Clearing and Grubbing is provided. Only those items with an Awarded Unit Price will be considered for direct payment. All other work of Clearing and Grubbing is included among the various scheduled items of the Contract.
 - a. Removal of Existing Structures: When a separate item for the Removal of Existing Structures is provided for direct payment in the Contract, the quantity to be paid for will be the lump sum quantity or actual quantities for the specific structures removed, as stipulated in the Contract Documents.
 - b. Removal of Existing Concrete Pavement: When a separate item for Removal of Existing Concrete Pavement is provided for direct payment in the

Contract, the quantity to be paid for will be the number of square yards of existing pavement of the types listed in subarticle B.5 herein, acceptably removed and disposed of, as specified. The quantity will be determined by actual measurement along the surface of the pavement before its removal. Measurements for appurtenances which have irregular surface configurations, such as curb and gutter, steps, and ditch pavement, will be the area as projected to an approximate horizontal plane. Where the removal of pavement areas is necessary only for the construction of box culverts, pipe culverts, storm sewers, french drains, inlets, manholes, etc., these areas will not be included in the measurements.

- c. Removal of Trees: When separate items for the Removal of Trees are provided for direct payment in the Contract, trees that are greater than 6 inches in diameter, will be paid on a per each basis by actual count by the Engineer of such trees under the appropriate item provided in the Contract. The diameter of a tree shall be obtained by measuring its circumference at 4.5 feet above the ground using a flexible tape measure and dividing the circumference by 3.14. If the tree is growing on a slope, the circumference is measured at 4.5 feet from the center of the slope. If the tree begins to branch below 4.5 feet, measure at the smallest circumference below the first branch.
- d. Plugging Water Wells: When a separate item for Plugging of Water Wells is provided for direct payment in the Contract, the quantity to be paid for will be the number of water wells plugged, for each type of well (artesian or non-artesian).
- e. Mailboxes: When a separate item is provided in the Contract for furnishing and installing mailboxes, the quantity to be paid for will be the number of mailboxes acceptably furnished and installed.
- f. Delivery of Salvageable Material to the Department: When a separate item is provided in the Contract for the delivery of salvageable material to the Department, the quantity to be paid for will be the Lump Sum quantity for delivery of salvageable materials to the Department as indicated in the Plans or as directed by the Engineer.

F. Basis of Payment.

1. Clearing and Grubbing:

- a. No Direct Payment Provided: When direct payment for Clearing and Grubbing is not provided in the Contract, the cost of any work of clearing and grubbing necessary for the proper construction of the Project and meeting all requirements of this Article, is included in the Contract price for the structure or other item of work for which such clearing and grubbing is required.
- b. Direct Payment Provided:
 - 1) Price and payment will be full compensation for all clearing and grubbing indicated or required for the construction of the entire Project, including all necessary hauling, furnishing equipment, equipment operation, furnishing any areas required for disposal of debris, leveling of terrain and the landscaping work of trimming, etc., as specified herein, except for any areas designated to be paid

for separately or to be specifically included in the costs of other work under the Contract.

- 2) Unless otherwise provided by the Contract, price and payment will be full compensation for all work required by this Article including Removal of Existing Structures, Removal of Existing Concrete Pavement, Removal of Trees, Plugging of Water Wells, Mailboxes, and Delivery of Salvageable Material to the Department.

- 3) Where construction easements are specified in the Plans and the limits of clearing and grubbing for such easements are dependent upon the final construction requirements, no adjustment will be made in the lump sum price and payment, either over or under, for variations from the limits of the easement defined on the Plans.

- c. The Contractor shall include the cost of all clearing and grubbing which might be necessary in pits or areas from which base material is obtained in the Contract price for the base in which such material is used.
- d. The clearing and grubbing of areas for obtaining stabilizing materials, where required only for the purpose of obtaining materials for stabilizing, will not be paid for separately.

2. Removal of Existing Structures:

- a. Price and payment will be full compensation for all work of removal and disposal of the designated structures.
- b. When direct payment for the removal of existing structures is not provided in the Contract, the cost of removing all structures is included in the Contract price for Clearing and Grubbing or, if no item of Clearing and Grubbing is included, in the compensation for the other items covering the new structure being constructed.

3. Removal of Existing Concrete Pavement:

- a. Price and payment will be full compensation for performing and completing all the work of removal and satisfactory disposal including any saw cutting required.
- b. When direct payment for the removal of existing concrete pavement is not provided in the Contract and no applicable item of excavation or embankment covering such work is included in the Contract, the Contractor shall include the costs of this work in the Contract price for the item of Clearing and Grubbing or, if no item of Clearing and Grubbing is included in the Contract, in any work, pipe or other structure for which the concrete pavement removal is required.

4. Removal of Trees:

- a. Price and payment will be full compensation for complete removal and disposal of each tree counted by the Engineer pursuant to these specifications.
- b. When direct payment for the removal of trees is not provided in the Contract, the cost of removing all trees is included in the Contract price for Clearing and Grubbing or, if no item of Clearing and Grubbing is included in the Contract, in the compensation for all other items in the Contract.

5. Plugging Water Wells:

- a. Price and payment will be full compensation for each type of well acceptably plugged.
- b. When direct payment for plugging water wells is not provided in the Contract, the cost plugging water wells is included in the Contract price for Clearing and Grubbing or, if no item of Clearing and Grubbing is included in the Contract, in the compensation for all other items in the Contract.

6. Mailboxes:

- a. Price and payment will be full compensation for all work and materials required, including supports and numbers.
- b. When direct payment for mailboxes is not provided in the Contract, the cost for all work and materials required, including supports and numbers, is included in the Contract price for Clearing and Grubbing or, if no item of Clearing and Grubbing is included in the Contract, in the compensation for all other items in the Contract.

7. Delivery of Salvageable Material to the Department:

- a. Price and payment will be full compensation for all work required for delivery of the materials to the Department.
- b. When the Contract does not provide direct payment for the Delivery of Salvageable Material that is to be delivered to the County, the cost of Delivery of Salvageable Material is included in the Contract price for Clearing and Grubbing or, where no item for Clearing and Grubbing is included in the Contract, in the compensation for all other items in the Contract.

8. Payment Items: Payment will be made under:

Item No.	Description	Unit
110- 3-1	Removal of structure (Inlet or Manhole) (Includes removal & disposal of structure, and plugging of abandoned pipe with concrete) (this item to be used when in conflict with new structure)	LS
110- 4-	Removal of Existing Pavement	SY

120 EARTHWORK AND RELATED OPERATIONS

A. Description.

1. General:

- a. Earthwork and Related Operations consists of excavation for the construction of the roadway, excavation for structures and pipe, constructing backfill around structures and pipe, and constructing embankments as required for the roadway, ditches, and channel changes.
- b. Perform Earthwork and Related Operations based on the type of work specified in the Contract Documents.
- c. Meet the applicable requirements for materials, equipment and construction as specified in the Contract Documents.

B. Classes of Excavation.

1. Excavation of Unsuitable Material: Excavation of unsuitable material consists of the removal of muck, clay, rock or any other material that is unsuitable in its original position and that is excavated below the finished grading template. For stabilized bases and sand bituminous road mixes, the finished grading template is the top of the finished base, shoulders and slopes. For all other bases and rigid pavement, the finished grading template is the finished shoulder and slope lines and bottom of completed base or rigid pavement.
2. Lateral Ditch Excavation: Lateral Ditch Excavation consists of all excavation of inlet and outlet ditches to structures and roadway, changes in channels of streams, and ditches parallel to the roadway right-of-way.
3. Channel Excavation: Channel Excavation consists of the excavation and satisfactory disposal of all materials from the limits of the channel as shown in the Plans.
4. Excavation for Structures and Pipe: Excavation for Structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

C. Excavation Requirements.

1. Excavation and Replacement of Unsuitable Materials: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the Plans or indicated by the Engineer, and backfill with suitable material. Shape backfill materials to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance of ± 0.2 foot in depth and ± 6 inches (each side) in width.
2. Lateral Ditch Excavation: Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and cross-section shown in the Plans.
3. Channel Excavation: Excavate and dispose of all materials from the limits of the channel as shown in the Plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.
4. Excavation for Structures and Pipe.
 - a. General: Excavate foundation pits to permit the placing of the full widths and lengths of footings shown in the Plans, with full horizontal beds. Do not round or undercut corners or edges of footings. Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown on the Plans. Perform all excavation in stream beds to a depth at least 4 feet below the permanent bed of the stream, unless a firm footing can be established on solid rock before such depth is reached, and excavate to such additional depth as may be necessary to eliminate any

danger of undermining. Wherever rock bottom is secured, excavate in such manner as to allow the solid rock to be exposed and prepared in horizontal beds for receiving the masonry. Remove all loose and disintegrated rock or thin strata. Have the Engineer inspect and approve all foundation excavations prior to placing masonry.

b. Earth Excavation:

- 1) Foundation Material other than the Rock: When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry. In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.
- 2) Foundation Piles: Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.
- 3) Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

c. Rock Excavation: Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams, and fill them with concrete or mortar.

d. Pipe Trench Excavation:

- 1) Excavate trenches for pipe culverts and storm sewers to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove soil not meeting the classification specified herein for suitable backfill material for backfilling around pipe to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of the pipe elevation. Remove muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.
- 2) For pipe lines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

D. Disposal of Surplus and Unsuitable Material.

1. Ownership of Excavated Materials: Dispose of surplus and excavated materials as shown in the Plans or, if the Plans do not indicate the method of disposal, take ownership of the materials and dispose of them in an authorized and lawful manner.
2. Disposal of Muck on Side Slopes: As an exception to the provisions herein for Ownership of Excavated Materials,

when approved by the Engineer, muck (A-8 material) may be placed on the slopes, or stored alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck, and the muck is dressed to present a neat appearance. In addition, this material may also be disposed of by placing it on the slopes where, in the opinion of the Engineer, this will result in an aesthetically pleasing appearance and will have no detrimental effect on the adjacent developments. Where the Engineer permits the disposal of muck or other unsuitable material inside the right-of-way limits, do not place such material in a manner which will impede the inflow or outfall of any channel or of side ditches. The Engineer will determine the limits adjacent to channels within which such materials may be disposed.

3. Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. If the materials are to remain the property of the Agency, place them in neat piles as directed. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

4. Disposal Areas:

- a. Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

E. Materials for Embankment.

1. General Requirements for Embankment Materials:

- a. Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits.
- b. Construct the embankment using maximum particle sizes (in any dimension) as follows:
 - 1) In top 12 inches: 3 1/2 inches (in any dimension).
 - 2) 12 to 24 inches: 6 inches (in any dimension).
 - 3) In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.
- c. Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with the requirements herein for Compaction of Embankments.
- d. When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the one to two slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Where constructing embankments adjacent to bridge end bents or abutments, do not place

rock larger than 3 1/2 inches in diameter within 3 feet of the location of any end-bent piling.

2. Use of Materials Excavated From the Roadway and Appurtenances: Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

3. Authorization for Use of Borrow: Use borrow only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until authorized by the Engineer, and then only use material from approved borrow pits.

a. Haul Routes for Borrow Pits:

1) Provide and maintain, at no expense to the County, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

2) Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible, and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

b. Borrow Material for Shoulder Build-up: When so indicated in the Plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile.

4. Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

F. Embankment Construction.

1. General: Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment.

2. Dry Fill Method:

a. General:

1) Construct embankments to meet the requirements of subarticle G (Compaction Requirements) and in accordance with the Acceptance Program requirements herein. Restrict the compacted thickness of the last embankment lift to 6 inches maximum.

2) As far as practicable, distribute traffic over the work during the construction of embankments so as to cover the maximum area of the surface of each layer.

3) Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

a) For A-3 and A-2-4 Materials with up to 15% fines: Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 12 inches. Ensure the percentage of fines passing the No. 200 US Standard sieve in the A 2 4 material does not exceed 15%.

b) For A-1 Plastic materials (As designated in FDOT Design Standard Index 505) and A-2-4 Materials with greater than 15% fines: Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 6 inches.

c) Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps and siphons.

4) When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with the requirements herein for Compaction Where Plastic Material Has Been Removed.

b. Placing in Unstable Areas: Where depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions herein for Compaction Where Plastic Material Has Been Removed and for Compaction of Grassed Shoulder Areas.

c. Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

d. Placing Outside Standard Minimum Slope: Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope (approximately one to two), place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material which is suitable for normal embankment, outside such standard minimum slope, in 18 inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

3. Hydraulic Method:

a. Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place

and compact any dredged material that is rehandled, or moved and placed in its final position by any other method, as specified herein for Compaction of Embankments. The Contractor may use baffles or any form of construction he may select, provided the slopes of the embankments are not steeper than indicated in the Plans. Remove all timber used for temporary bulkheads or baffles from the embankment, and fill and thoroughly compact the holes thus formed. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

- b. Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.
- c. Protection of Openings in Embankment: Leave openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

G. Compaction Requirements.

1. Moisture Content: Compact the materials at a moisture content such that the specified density can be attained. If necessary to attain the specified density, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate.
2. Compaction of Embankments:
 - a. Density requirements for earthwork and related operations associated with the construction of sidewalks and bike paths along with any drainage structures associated with these facilities; and for earthwork and related operations associated with the construction of turn lanes and other non-mainline traffic lanes, widening, roadway shoulders, concrete box culverts, retaining walls, and other drainage structures on the non-mainline pavement:
 - 1) Reduce the minimum required density from 100% to 95% of AASHTO T99 Method C for all earthwork items requiring densities.
 - b. Density Requirements for earthwork and related operations associated with the construction of new mainline pavement, along with concrete box culverts, retaining walls, and other drainage structures on the mainline pavement:
 - 1) Except for embankments constructed by the hydraulic method as specified herein, and for the material placed outside the standard minimum slope as specified herein for Placing Outside Standard Minimum Slope, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to a density of at least 100% of the maximum density as required by AASHTO T 99, Method C.
 - 2) Uniformly compact each layer using equipment that will achieve the required density, and as

compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

- c. Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as provided herein under the requirements for Placing in Unstable Areas), compact the top 6 inches (compacted thickness) of such layer to the density as specified in the Acceptance Criteria herein.
 - d. Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of the A 4, A 5, A 6, or A 7 Soil Groups, as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill, and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.
 - e. Compaction of Material to Be Used In Base, Pavement, or Stabilized Areas: Do not compact embankment material which will be incorporated into a pavement, base course, or stabilized subgrade, to be constructed as a part of the same Contract.
 - f. Compaction of Grassed Shoulder Areas: For the upper 6 inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent directed.
 - g. Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.
3. Compaction of Subgrade:
 - a. If the Plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in the Acceptance Criteria herein. For undisturbed soils, do not apply density requirements where constructing narrow widening strips or paved shoulders 5 feet or less in width.
 - b. Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.
 - c. Maintain the required density until the base or pavement is placed on the subgrade.

H. Backfilling Around Structures and Pipe.

1. Backfill Materials:
 - a. Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer may require that the material used for this backfill be obtained from a source entirely apart from the structure.

- b. Do not allow heavy construction equipment to cross over culvert or storm sewer pipes until placing and compacting backfill material to the finished earthwork grade or to an elevation at least 4 feet above the crown of the pipe.
 - c. Use of A-7 Material: In the backfilling of trenches, A 7 material may be used from a point 12 inches above the top of the pipe up to the elevation shown on the FDOT Design Standards as the elevation for undercutting of A 7 material.
 - d. Time of Placing Backfill: Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until the Engineer has given permission to do so, and in no case until the masonry or concrete has been in place seven days or until the specified 28 day compressive strength occurs.
 - e. Placement and Compaction:
 - 1) Place the material in horizontal layers not exceeding 6 inches compacted thickness, in depth above water level, behind abutments, wingwalls and end bents or end rest piers, and around box culverts and all structures including pipe culverts. When the backfill material is deposited in water, compact per the requirements herein for Compaction Under Wet Conditions and Backfill Under Wet Conditions.
 - 2) The Contractor may elect to place material in thicker lifts of no more than 12 inches compacted thickness outside the soil envelope if he can demonstrate with a successful test section that density can be achieved. Notify the Engineer prior to beginning construction of a test section. Construct a test section of 500 feet in length. Perform five tests at random locations within the test section. All five tests must meet the density required by the Compaction of Embankments specified herein. Identify the test section with the compaction effort and soil classification in the Agency Logbook. In case of a change in compaction effort or soil classification, construct a new test section. When a test fails the Compaction Requirements specified herein, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time.
2. Additional Requirements for Structures Other than Pipe:
- a. Density: Where the backfill material is deposited in water, obtain a 12 inch layer of comparatively dry material, thoroughly compacted by tamping, before verifying the layer and density requirements. Meet the requirements of the density Acceptance Criteria.
 - b. Box Culverts: For box culverts over which pavement is to be constructed, compact around the structure to an elevation not less than 12 inches above the top of the structure, using rapid-striking mechanical tampers.
 - c. Other Limited Areas: Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than 4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 in². Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.
 - d. Culverts and Piers: Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.
 - e. Compaction Under Wet Conditions: Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A 3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical, perform mechanical tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.
3. Additional Requirements for Pipe 15 Inches Inside Diameter or Greater:
- a. General: Trenches for pipe may have up to four zones that must be backfilled.
 - 1) Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe.
 - 2) Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually it will be the backfill which is the 4 inches of soil below the bottom of the pipe. When rock or other hard material has been removed to place the pipe, the Bedding Zone will be the 12 inches of soil below the bottom of the pipe.
 - 3) Cover Zone: The next zone is backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12 inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe.
 - 4) Top Zone: The Top Zone extends from 12 inches above the top of the pipe to the base or final grade.
 - b. Material:
 - 1) Lowest Zone: Backfill areas undercut below the Bedding Zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.
 - 2) Soil Envelope: In both the Bedding Zone and the Cover Zone of the pipe, backfill with materials classified as A 1, A 2, or A 3. Material classified as A-4 may be used if the pipe is concrete pipe.
 - 3) Top Zone: Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Design Standard, Index No. 505.
 - c. Compaction:
 - 1) Lowest Zone: Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.
 - 2) Bedding Zone:
 - a) If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the

trench immediately below the approximate middle third of the outside diameter of the pipe.

- b) If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the outer portions to meet the density requirements of the Acceptance Criteria. Place the material in lifts no greater than 6 inches (compacted thickness).
- 3) Cover Zone: Place the material in 6 inches layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of the density Acceptance Criteria.
- 4) Top Zone: Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the density Acceptance Criteria.
- 5) Backfill Under Wet Conditions:
 - a) Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing.
 - b) Granular material may be used below the elevation at which mechanical tampers would be effective, but only material classified as A 3. Place and compact the material using timbers or hand tampers until the backfill reaches an elevation such that its moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand.

I. Acceptance Program.

1. Density over 105%: When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, test an additional sample for acceptance in accordance with AASHTO T 99, Method C.
2. Maximum Density Determination: Determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed below for Density Testing Requirements.
3. Density Testing Requirements: Ensure compliance, with the requirements of the Acceptance Criteria herein, by Nuclear Density testing in accordance with FDOT Florida Method FM 1 T 238. Determine the in-place moisture content for each density test. Use Florida Method FM 1 T 238, FM 5 507 (Determination of Moisture Content by

Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils By Use of a Microwave Oven) for moisture determination.

4. Soil Classification: Perform soil classification tests in accordance with AASHTO T 88. Classify soils in accordance with AASHTO M-145 in order to determine compliance with embankment utilization requirements.
5. Acceptance Criteria: Obtain a minimum density in accordance with the requirements herein for Compaction of Embankments with the following exceptions:
 - a. Embankment constructed by the Hydraulic Method as specified herein;
 - b. Material placed outside the standard minimum slope as specified in the requirements herein for Placing Outside Standard Minimum Slope;
 - c. Other areas specifically excluded herein.
6. Frequency: Conduct sampling and testing at a minimum frequency listed in the table below.

Test Name	Frequency
Maximum Density	One per soil type
Density	1 per 500' RDWY (Alt Lift)
Soil Classification	One per Maximum Density

J. Maintenance and Protection of Work.

1. While construction is in progress, maintain adequate drainage for the roadbed at all times. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction in order to provide support for the edges.
2. Maintain and protect all earthwork construction throughout the life of the Contract, and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines, grades, and cross-sections shown in the Plans, until final acceptance of the Project.

K. Construction.

1. Construction Tolerances:

- a. Shape the surface of the earthwork to conform to the lines, grades, and cross-sections shown in the Plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the plan cross-section with the following exceptions:
 - 1) Shape the surface of shoulders to within 0.1 foot of the plan cross-section.
 - 2) Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
 - 3) Shape the bottom of ditches so that the ditch impounds no water.
 - 4) When the work does not include construction of base or pavement, shape the entire roadbed

(shoulder point to shoulder point) to within 0.1 foot above or below the plan cross-section.

- b. Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the Plans.

2. Operations Adjacent to Pavement:

- a. Carefully dress areas adjacent to pavement areas to avoid damage to such pavement.
- b. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.
- c. When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

L. Method of Measurement.

1. Excavation: Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original position by field survey or by photogrammetric means as designated by the Engineer. Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be made for excavation or embankment beyond the limits shown in the Plans or authorized by the Engineer. Shrinkage or swell factors are Contractor's responsibility. When shown on the plans, factors are for informational purposes only.

2. Embankment:

- a. Will be paid for in cubic yards, as accepted by Engineer, calculated by the method of average end areas, unless Engineer determines that another method of calculation will provide a more accurate result. Embankment will be measured in its final position by field survey or by photogrammetric means as designated by Engineer.
- b. The measurement will include only material actually placed and compacted above the original ground line, within the lines and grades indicated in the Plans or directed by the Engineer. The length used in the computations will be the station-to-station length actually constructed. The original ground line used in the computations will be as determined prior to placing of embankment and no allowance will be made for subsidence of material below the surface of the original ground.
- c. Deduct any quantity beyond the limits shown in the Plans or authorized by Engineer. No payment will be made for additional material required to obtain compaction, material placed by Contractor outside the limits of the typical cross section, or material placed to correct for settlement of the embankment. Shrinkage or swell factors are Contractor's responsibility. When shown on the plans, factors are for informational purposes only.

M. Basis of Payment.

1. When No Direct Payment is Provided:

- a. When no item for Excavation or Embankment is included in the list of Contract Unit Prices, the cost of any excavation or embankment necessary for the proper construction of the Project is included in the Contract Prices for the work requiring excavation or embankment.
- b. Where the Work includes structures including pipe culvert and french drain, all earthwork costs for the installation of these items are included in their associated Contract Price.

2. When Direct Payment for Excavation or Embankment is Provided in the Contract:

- a. Prices and payments for the work items included in this Section will be full compensation for all work described herein, including excavating, dredging, hauling, placing, and compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.
- b. Excavation:
 - 1) The total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Excavation.
 - 2) No payment will be made for the excavation of any materials which are used for purposes other than those shown in the Plans or designated by the Engineer.
 - 3) No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.
- c. Embankment:
 - 1) The total quantity of embankment specified in this Section will be paid for at the Contract unit price for embankment.
 - 2) No payment will be made for materials which are used for purposes other than those shown in the Plans or designated by the Engineer.
 - 3) No payment will be made for materials placed outside the lines and grades given by the Engineer.
- d. No separate item(s) for Earthwork and Related Operations will be provided under this contract.

200 LIMEROCK BASE (REV. 08-23-12)

A. Description.

1. Construct a base composed of limerock material. Perform work in accordance with an approved Quality Control Plan meeting the requirements of Article 105 of these Specifications.

B. Materials.

1. Limerock base:
 - a. Meet the requirements of FDOT Section 911.
 - b. Produced and obtained from an FDOT approved source listed on the current FDOT Approved Aggregate Products from Mines or Terminals Listings.
2. More than one source of base rock on a single Contract may be used provided that a single source is used throughout the entire width and depth of a section of base. Obtain approval from Engineer before placing material from more than one source. Place material to ensure total thickness single source integrity at any station location of the base.
3. Intermittent placement or "Blending" of sources is not permitted.
4. Do not use any of the existing base that is removed to construct the new base.
5. Limerock is referred to hereinafter as "rock".

C. Equipment.

1. Use mechanical rock spreaders, equipped with a device that strikes off the rock uniformly to laying thickness, capable of producing even distribution. For crossovers, intersections and ramp areas; roadway widths of 20 feet or less; the main roadway area when forms are used and any other areas where the use of a mechanical spreader is not practicable; Contractor may spread the rock using bulldozers or blade graders.

D. Transporting Rock.

1. Transport the rock to its point of use, over rock previously placed if practicable, and dump it on the end of the preceding spread. Hauling and dumping on the subgrade will be permitted only when, in Engineer's opinion, these operations will not be detrimental to the subgrade.

E. Spreading Rock.

1. Method of Spreading:
 - a. Spread the rock uniformly.
 - b. Remove all segregated areas of fine or coarse rock and replace them with properly graded rock.
2. Number of Courses:

- a. When the specified compacted thickness of the base is greater than 6 inches, construct the base in multiple courses of equal thickness. Individual courses shall not be less than 3 inches. The thickness of the first course may be increased to bear the weight of the construction equipment without disturbing the subgrade.

3. Approval requirements for thicker lifts.

- a. If, through field tests, Contractor can demonstrate that the compaction equipment can achieve density for the full depth of a thicker lift, and if approved by Engineer, the base may be constructed in successive courses of not more than 8 inches compacted thickness. Engineer will base approval on results of a test section constructed using Contractor's specified compaction effort as follows:

- 1) Notify Engineer prior to beginning construction of a test section.
- 2) Construct a test section of the length of one LOT. Perform five QC density tests at random locations within the test section. At each test site, test the bottom 6 inches in addition to the entire course thickness. All QC tests and a Department Verification test must meet the density required by the Acceptance Criteria in this Article.
- 3) Identify the test section with the compaction effort and thickness in the Logbook. Remove the materials above the bottom 6 inches, at no expense to the Department. The minimum density required on the thicker lift will be the average of the five results obtained on the thick lift in the passing test section.
- 4) Maintain the exposed surface as close to "undisturbed" as possible; no further compaction will be permitted during the test preparation. If unable to achieve the required density, remove and replace or repair the test section to comply with the specifications at no additional expense to the Department. Contractor may elect to place material in 6 inches compacted thickness at any time.
- 5) Once approved, a change in the source of base material will require the construction of a new test section. Do not change the compaction effort once the test section is approved. Engineer will periodically verify the density of the bottom 6 inches during thick lift operations.
- 6) Engineer may terminate the use of thick lift construction and instruct Contractor to revert to the 6 inches maximum lift thickness if Contractor fails to achieve satisfactory results or meet applicable specifications.

4. Rock Base for Shoulder Pavement: Unless otherwise permitted, complete all rock base shoulder construction at any particular location before placing the final course of pavement on the traveled roadway. When dumping material for the construction of a rock base on the shoulders, do not allow material capable of scarring or contaminating the pavement surface on the adjacent pavement. Immediately sweep off any rock material that is deposited on the surface course.

F. Compacting and Finishing Base.

1. General:

- a. Perform work in accordance with an approved Quality Control Plan meeting the requirements of Article 105 of these Specifications and the Acceptance Criteria herein below.
- b. Construct mainline pavement lanes, turn lanes, ramps, parking lots, concrete box culverts and retaining wall systems in sections of not less than 300 feet in length or for the full length of the rock base. For these, a LOT is defined as a single lift of finished embankment not to exceed 500 feet.
- c. Construct shoulder-only areas, bike/shared use paths, and sidewalks in sections of not less than 300 feet in length or for the full length of the rock base. For these, a LOT is defined as 1,000 feet or one Day's Production, whichever is greater. Shoulders compacted separately shall be considered separate LOTs.

2. Single Course Base: After spreading, scarify the entire surface. Shape the base to produce the required grade and cross-section, free of scabs and laminations, after compaction.

3. Multiple Course Base: Clean the first course of foreign material, then blade and bring it to a surface cross-section approximately parallel to the finished base. Before spreading any material for the upper courses, allow Engineer to make density tests for the lower courses to determine that the required compaction has been obtained. After spreading the material for the top course, scarify finish and shape its surface to produce the required grade and cross-section, free of scabs and laminations, after compaction.

4. Moisture Content: When the material does not have the proper moisture content to ensure the required density, wet or dry it as required. When adding water, uniformly mix it in to the full depth of the course that is being compacted. During wetting or drying operations, manipulate, as a unit, the entire width and depth of the course that is being compacted.

5. Thickness Requirements: Within the entire limits of the length and width of the finished base, meet the specified plan thickness in accordance with the Quality Control requirements specified in Depth and Surface Testing Requirements subarticle herein below.

6. Correction of Defects:

- a. Contamination of Base Material: If, at any time, the subgrade material becomes mixed with the base course material, dig out and remove the mixture, and reshape and compact the subgrade. Then replace the materials removed with clean base material, and shape and compact as specified above. Perform this work at no expense to the Department.
- b. Cracks and Checks: If cracks or checks appear in the base, either before or after priming, which, in the opinion of Engineer, would impair the structural efficiency of the base, remove the cracks or checks by rescarifying, reshaping, adding base material where necessary, and recompacting.

7. Compaction of Widening Strips:

- a. Where base construction consists of widening strips and the trench width is not sufficient to permit use of standard base compaction equipment, compact the base using vibratory compactors, trench rollers or other special equipment which will achieve the density requirements specified herein.
- b. When multiple course base construction is required, compact each course prior to spreading material for the overlaying course.

G. Acceptance Criteria:

1. Density: Within the entire limits of the width and depth of the base, obtain a minimum density in any LOT of 98% of modified Proctor maximum density as determined by FM 1-T 180, Method D. For shoulder only areas and bike/shared use paths, obtain a minimum density of 95% of the modified Proctor maximum density as determined by FM 1-T 180, Method D.
2. Frequency: Conduct QC sampling and testing at a minimum frequency listed in the table below. Engineer will perform Verification sampling and tests at a minimum frequency listed in the tables below.

Mainline Pavement Lanes, Turn Lanes, Ramps, Parking Lots, Concrete Box Culverts and Retaining Wall Systems		
Test Name	Quality Control	Verification
Modified Proctor Maximum Density	One per eight consecutive LOTs	One per 16 consecutive LOTs
Density	One per LOT	One per four LOTs
Roadway Surface	Ten per LOT	Witness
Roadway Thickness	Three per LOT	Witness

Shoulder-Only, Bike/Shared Use Path and Sidewalk Construction		
Test Name	Quality Control	Verification
Modified Proctor Maximum Density	One per two LOTs	One per four LOTs
Density	One per LOT	One per two LOTs
Surface	Five per 500 feet	Witness
Thickness	Three per 600 consecutive feet	Witness

3. Initial Equipment Comparison:

- a. Before initial production, perform a comparison test using the Quality Control, Verifications and Independent Assurance gauges. Unless Engineer instructs, do not perform the initial equipment comparison more than once per project. When comparing the computed dry density of one nuclear gauge to a second gauge, ensure that the difference between the two computed dry densities does not

- exceed 2 lb/ft³ between gauges from the same manufacturer, and 3 lb/ft³ between gauges from different manufacturers. Repair or replace any Quality Control gauge that does not compare favorably with the Independent Assurance gauge.
- b. Perform a comparison analysis between the Quality Control nuclear gauge and the Verification nuclear gauge any time a nuclear gauge or repaired nuclear gauge is first brought to the project. Repair and replace any Quality Control gauge that does not compare favorably with the Verification gauge at any time during the remainder of the project. Calibrate all Quality Control gauges annually.
4. Initial Production Lot:
 - a. Before construction of any other LOT, prepare a 500-foot initial control section consisting of one full LOT in accordance with the approved Quality Control Plan for the Project.
 - b. Notify Engineer at least 24 hours prior to production of the initial control section. Perform all QC tests required herein below. When the initial Quality Control test results pass specifications, Engineer will perform a Verification test to verify compliance with the specifications.
 - c. Do not begin constructing another LOT until successfully completing the initial production LOT. Engineer will notify Contractor of the initial production lot approval within three working days after receiving Contractor's Quality Control data when test results meet the following conditions:
 - 1) Quality Control tests must meet the specifications.
 - 2) Verification test must meet the specifications.
 - 3) Difference between Quality Control and Verification computed Dry Density results shall meet the requirements provided above for Initial Equipment Comparison.
 - 4) If Verification test result fails the density requirements of the Acceptance Criteria, correct the areas of non-compliance. The Quality Control and Verification tests will then be repeated. Engineer will reject Contractor's Quality Control Plan after three unsuccessful Verification attempts. Submit a revised Quality Control Plan to Engineer for approval.
 5. Density over 105%:
 - a. When a QC computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, Engineer will perform an Independent Verification density test within 5 feet.
 - b. If the Independent Verification density results in a value greater than 105%, Engineer will investigate the compaction methods, examine the applicable Standard Proctor Maximum Density and material description.
 - c. Engineer may collect and test an Independent Verification Standard Proctor Maximum Density sample for acceptance in accordance with the Acceptance Criteria.
 6. Quality Control Tests:
 - a. Standard Proctor Maximum Density Determination: Determine the Quality Control standard Proctor maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in the Acceptance Criteria.
 - b. Density Testing Requirements: Ensure compliance to the requirements of the Acceptance Criteria by Nuclear Density testing in accordance with FM 1-T 238. Determine the in-place moisture content for each density test. Use Florida Method FM 1-T 238, FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D-4643 (Laboratory Determination of Moisture Content of Granular Soils By Use of a Microwave Oven) for moisture determination.
 - c. Soil Classification: Perform soil classification tests on the sample collected for the Standard Proctor Maximum Density Determination above, in accordance with AASHTO T-88. Classify soils in accordance with AASHTO M-145 in order to determine compliance with embankment utilization requirements. Unless required by Engineer, do not test or classify materials for stabilized subgrade or base.
 7. Department Verification:
 - a. Engineer will conduct a Verification test(s) in order to accept all materials and work associated with the Quality Control Tests. Engineer will verify the Quality Control results if they meet the Verification Comparison Criteria, otherwise Engineer will implement Resolution procedures.
 - b. Engineer will select test locations, including Station, Offset, and Lift, using a Random Number generator based on the Lots under consideration. Each Verification test evaluates all work represented by the Quality Control testing completed in those LOTs.
 - c. In addition to the Verification testing, Engineer may perform additional Independent Verification (IV) testing. Engineer will evaluate and act upon the IV test results in the same manner as Verification test results.
 - d. When the project requires less than four Quality Control tests per material type, Engineer reserves the right to accept the materials and work through visual inspection.
 8. Reduced Testing Frequency: When no Resolution testing is required for 12 consecutive verified LOTs, or if required, the QC test data was upheld, reduce the QC density testing to one test every two LOTs by identifying the substantiating tests in the Density Log Book and notifying Engineer in writing prior to starting reduced frequency of testing. Generate random numbers based on the two LOTs under consideration. When Quality Control test frequency is reduced to one every two LOTs, obtain Engineer's approval to place more than one LOT over an untested LOT. Assure similar compaction efforts for the untested LOTs. If the Verification test fails, and Quality Control test data is not upheld by Resolution testing, the Quality Control testing will revert to the original frequency of one Quality Control test per LOT. Do not apply reduced testing frequency in construction of shoulder-only areas, bike/shared use paths and sidewalks.

9. Quality Control Testing:

- a. Modified Proctor Maximum Density Requirement: Collect enough material to split and create three separate samples and retain two for Engineer's Verification and Resolution testing until Engineer accepts the 16 LOTs represented by the samples.
- b. Depth and Surface Testing Requirements:
 - 1) Notify Engineer a minimum of 24 hours before checking base depths and surface checking. Determine test locations including Stations and Offsets, using the Random Number generator approved by the Department. Do not perform depth and surface checks until Engineer is present to witness. Perform thickness check on the finished base or granular subbase component of a composite base. Provide traffic control, coring/boring equipment, and an operator for the coring/boring equipment. Traffic control is to be provided in accordance with the standard maintenance of traffic requirements of the Contract.
 - 2) The thickness is considered deficient, if the measured depth is over 1/2 inch less than the specified thickness. Correct all deficient areas of the completed base by scarifying and adding additional base material. As an exception, if authorized by the Department, such areas may be left in place without correction and with no payment.
 - 3) Check the finished surface of the base course with a template cut to the required crown and with a 15 foot straightedge laid parallel to the centerline of the road. Correct all irregularities greater than 1/4 inch to the satisfaction of the Engineer by scarifying and removing or adding rock as required, and recompact the entire area as specified hereinbefore.
- c. Surface & Thickness Reduced Testing Frequency: When no Resolution testing is required for 12 consecutive verified LOTs, or if required, the QC test data was upheld, reduce the QC surface and/or thickness checks to one half the minimum requirements as stated in the frequency requirements above (e.g. Reduce frequency from ten per LOT to ten per two LOTs) by identifying the substantiating tests and notifying Engineer in writing prior to starting reduced frequency of testing. If the Verification test fails, and Quality Control test data is not upheld by Resolution testing the Quality Control testing will revert to the original frequency required by the Acceptance Criteria above. The results of the Independent Verification testing will not affect the frequency of the Quality Control testing.

10. Department Verification Tests:

- a. Maximum Density: Engineer will randomly select one of the remaining two split samples and test in accordance with FM 1-T 180, Method D.
- b. Thickness and Surface Testing Requirements: The Department will witness the base depth and surface checks to ensure compliance with the Depth and Surface Testing Requirements above. If the QC test results are not deficient as defined therein, the LOT or 500-foot section will be accepted. If the QC test results

are deficient, resolve deficiencies in accordance with the Depth and Surface Testing Requirements. Repeat acceptance testing. Provide traffic control, coring/boring equipment, and an operator for the coring/boring equipment.

c. Verification Comparison Criteria and Resolution Procedures:

- 1) Modified Proctor Maximum Density: Engineer will compare the Verification test results for Maximum Density to the corresponding Quality Control test results. If the test result is within 4.5 lb/ft³ of the QC test result, the LOTs will be verified. Otherwise, Engineer will collect the Resolution split sample corresponding to the Verification sample tested. The State Materials Office or an AASHTO accredited laboratory designated by the State Materials Office will perform Resolution testing. The material will be sampled and tested in accordance with FM 1-T 180, Method D.
- 2) Engineer will compare the Resolution Test results with the Quality Control test results. If the Resolution Test result is within 4.5 lb/ft³ of the corresponding Quality Control test result, Engineer will use the Quality Control test results for material acceptance purposes for each corresponding set of LOTs. If the Resolution test result is not within 4.5 lb/ft³ of the corresponding Quality Control test, Engineer will collect the remaining Verification split sample for testing. Verification Test results will be used for material acceptance purposes for the LOTs in question.
- 3) Density: When a Verification or Independent Verification density test does not meet the requirements of the Acceptance Criteria, retest at a site within a 5 feet radius of the Verification test location and observe the following:
 - a) If the Quality Control retest meets the Acceptance Criteria and compares favorably with the Verification or Independent Verification test, Engineer will accept the LOTs in question.
 - b) If the Quality Control retest does not meet the Acceptance Criteria and compares favorably with the Verification or Independent Verification test, rework and retest the material in that LOT. Engineer will re-verify the LOTs in question.
 - c) If the Quality Control retest and the Verification or Independent Verification test do not compare favorably, complete a new Equipment-Comparison Analysis. Once acceptable comparison is achieved, retest the LOTs. Engineer will perform new verification testing. Acceptance testing will not begin on a new LOT until Contractor has a gauge that meets the comparison requirements.
- 4) Thickness and Surface Testing Requirements: Resolve deficiencies in accordance with the Depth and Surface Testing Requirements above.

H. Priming and Maintaining.

1. Priming: Apply the prime coat only when the base meets the specified density requirements and when the

moisture content in the top half of the base does not exceed the optimum moisture of the base material. At the time of priming, ensure that the base is firm, unyielding and in such condition that no undue distortion will occur.

2. Maintaining: Maintain the true crown and template, with no rutting or other distortion, while applying the surface course.

I. Thickness of Base.

1. Engineer will determine, as follows, the average thickness of the compacted limerock base for use in the measurements specified in the Method of Measurement:
 - a. Average thickness will be calculated per typical cross-section for the entire job as a unit.
 - b. Any measured thickness that is more than 1/2 inch greater than the design thickness shown on the typical cross-section in the Plans or, when no plans exist, the thickness specified in the description of the Contract pay item, will be considered as the design or specified thickness plus 1/2 inch.
 - c. Any areas of existing base left in place will not be included in the calculations.

J. Method of Measurement.

1. The quantity to be paid for will be the pay area in square yards of limerock base constructed pursuant to these specifications that is measured, adjusted as specified below, and accepted by Engineer.
 - a. Normal Thickness Base: The surface area of specified normal thickness base to be adjusted will be the measured quantity as specified above, omitting any areas not accepted for payment under Subarticle 200-J.2 below, and omitting areas which are to be included for payment under the Method of Measurement for Variable Thickness Base Authorized by Engineer. The pay area is determined by adjusting the aforementioned surface area using the formula below limited to a maximum for the final pay area of 105 percent of the surface area.
 - 1) $\text{Pay Area} = \text{Surface Area} \times ((\text{Calculated Average Thickness per these Specifications}) / (\text{Plan or Specified Thickness}))$
 - b. Variable Thickness Base Authorized by Engineer: Where the base is constructed to an authorized compacted thickness other than the normal thickness as shown on the typical section in the Plans, as specified on the Plans, the thickness specified in the description of the Contract pay item, or ordered as by Engineer for providing additional depths at culverts or bridges, or for providing transitions to connecting pavements; the volume of such authorized variable thickness compacted base will be calculated from authorized lines and grades, or by other methods selected by Engineer, and converted to equivalent square yards of normal thickness base for payment.
2. Additional areas that will not be included in the above measurements for payment include:
 - a. Areas of existing base left in place;

- b. Areas where under-thickness is in excess of the allowable tolerance as specified in Subarticle 200-G.9; and
- c. Areas where the work under other Contract pay item(s) includes the construction or restoration of a limerock base.

K. Basis of Payment.

1. Price and payment will be full compensation for all the work specified in this Article, including correcting all defective surface and deficient thickness, removing cracks and checks as provided above in Crack and Checks, prime coat application meeting the requirements of FDOT Section 300, and the additional rock required for crack elimination.
2. No separate item(s) for limerock base will be provided under this contract.

**327 MILLING OF EXISTING ASPHALT PAVEMENT (REV.
05-14-12)**

A. Description.

1. At the locations and to the average depth of cut specified by the Contract Documents or Work Order, remove existing asphalt concrete pavement by milling to improve the rideability and cross slope of the finished pavement, to lower the finished grade adjacent to existing curb prior to resurfacing, or to completely remove existing pavement.
2. Take ownership of milled material.

B. Equipment.

1. Provide a milling machine capable of maintaining a depth of cut and cross slope that will achieve the results specified in the Contract Documents or Engineer. Use a machine with a minimum overall length (out to out measurement excluding the conveyor) of 18 feet and a minimum cutting width of 6 feet.
2. Equip the milling machine with a built-in automatic grade control system that can control the transverse slope and the longitudinal profile to produce the specified results.
3. To start the project, Engineer will approve any commercially manufactured milling machine that meets the above requirements. If it becomes evident after starting milling that the milling machine cannot consistently produce the specified results, Engineer will reject the milling machine for further use.
4. Contractor may use a smaller milling machine when milling to lower the grade adjacent to existing curb or other areas where it is impractical to use the above described equipment.
5. Equip the milling machine with means to effectively limit the amount of dust escaping during the removal operation.
6. For complete pavement removal, Engineer may approve the use of alternate removal and crushing equipment in lieu of the equipment specified above.

C. Construction.

1. General:

- a. Remove the existing raised reflective pavement markers prior to milling. Include the cost of removing existing pavement markers in the price for milling.
- b. When milling to improve rideability or cross slope, remove the existing pavement to the average depth specified by the Contract Documents or Work Order, in a manner that will restore the pavement surface to a uniform cross-section and longitudinal profile. Engineer may require the use of a stringline to ensure maintaining the proper alignment.

- c. Establish the longitudinal profile of the milled surface in accordance with the milling plans. Ensure that the final cross slope of the milled surface parallels the surface cross slope shown on the Plans or as directed by Engineer. Establish the cross slope of the milled surface by a second sensing device near the outside edge of the cut or by an automatic cross slope control mechanism. The Plans may waive the requirement of automatic grade or cross slope controls where the situation warrants such action.
- d. Operate the milling machine to minimize the amount of dust being emitted. Engineer may require prewetting of the pavement.
- e. Provide positive drainage of the milled surface and the adjacent pavement. Perform this operation on the same day as milling. Repave all milled surfaces no later than the day after the surface was milled unless otherwise stated in the plans.
- f. If traffic is to be maintained on the milled surface prior to the placement of the new asphalt concrete, provide suitable transitions between areas of varying thickness to create a smooth longitudinal riding surface. Produce a pattern of striations that will provide an acceptable riding surface. Engineer will require the control the traveling speed of the milling machine to produce a texture that will provide an acceptable riding surface.
- g. Prior to opening an area which has been milled to traffic, sweep the pavement with a power broom or other approved equipment to remove, to the greatest extent practicable, fine material which will create dust under traffic. Sweep in a manner that will minimize the potential for creation of a traffic hazard and to minimize air pollution.
- h. Sweep the milled surface with a power broom prior to placing asphalt concrete.
- i. In urban and other sensitive areas, use a street sweeper or other equipment capable of removing excess milled materials and controlling dust. Obtain Engineer's approval of such equipment, contingent upon its demonstrated ability to do the work.
- j. Perform the sweeping operation immediately after the milling operations or as directed by Engineer.

2. Quality Control Requirements:

- a. Furnish an electronic level with a length of 4 feet and an accuracy of plus or minus 0.1 degree approved by Engineer for the control of cross slope. Make this electronic level available at the jobsite at all times during milling operations. Calibrate and compare electronic levels at a minimum frequency of once per day before any milling operation, and at any time as directed by Engineer. If the comparison between the QC and Verification levels is within the comparison tolerance of plus or minus 0.2%, the QC level is considered to compare favorably and can be used for measurement and acceptance of cross slopes. If the levels do not compare favorably, perform a second comparison using another calibrated electronic level (PWWM or Contractor) for resolution. If this resolution level compares favorably with the QC level, the QC level is considered to be verified. If the second level does not compare favorably with the QC level, discontinue the use of the QC electronic level and

obtain another approved electronic level that meets the requirements of this specification. Regardless of the comparison analysis outcome, Contractor assumes all risk associated with placing the pavement at the correct cross slope.

- b. Multiple cuts may be made to achieve the required pavement configuration or depth of cut. Measure the cross slope of the milled surface by placing the level at the center location of a lane and perpendicular to the roadway centerline. Record all the measurements to the nearest 0.1% on an approved form and submit to Engineer for documentation.

- 1) Tangent Sections: Measure the cross slope per lane at a minimum frequency of one measurement every 100 feet. Calculate the absolute deviation of cross slope at each measurement and then average the absolute deviation of ten consecutive cross slope measurements. The absolute deviation is the positive value of a deviation. When the average absolute deviation cross slope is consistently within the acceptance tolerance as shown in Table 327-1 and upon approval by Engineer, the frequency of the cross slope measurements can be reduced to one measurement every 200 feet during milling operations.

- 2) Superelevated Sections: Measure the cross slope every 100 feet per lane within the length of full superelevation. Calculate the absolute deviation of each measurement and then average the absolute deviation of ten consecutive cross slope measurements. For every transition section, measure the cross slope at control points identified in the plans or, if not shown in the plans, at a control point at a location of 0.0% cross slope. For curves where the length of the fully superelevated section is less than 250 feet, measure the cross slope at the beginning point, midpoint and ending point of the fully superelevated section, calculate the absolute deviation and average. When the number of measurements is less than ten and the length of full superelevation is greater than 250 feet, average the absolute deviation of all measurements.

- c. If the average absolute deviation of the cross slope measurements falls outside the acceptance tolerance shown in Table 327-1, stop the milling operations and make adjustments until the problem is resolved to the satisfaction of Engineer. If an individual cross slope deviation falls outside the acceptance tolerance as shown in Table 327-1, make corrections only in the deficient area to the satisfaction of Engineer at no cost to the Department. For pavement with multiple cuts, the deficient areas not caused by the final cut may be left in place upon approval of Engineer. All milling corrections shall be completed before placement of the asphalt course unless stated otherwise in the plans or as determined by Engineer.

- d. The limits of deficient areas requiring correction may be verified and adjusted with more accurate measurement methods, including survey instruments, upon approval by Engineer at no cost to the Department. Should Contractor wish to have any corrections waived, submit a request to Engineer for approval. Engineer may waive the corrections at no reduction in payment if an

engineering determination indicates that the deficiencies are sufficiently separated so as not to significantly affect the final cross slope or project grade.

- e. For intersections, tapers, crossovers, transitions at the beginning and end of the project, bridge approaches and similar areas, adjust the cross slope to match the actual site conditions, or as directed by Engineer.

TABLE 327-1 Cross Slope Milling Acceptance Tolerance		
Roadway Feature	Individual Absolute Deviation	Average Absolute Deviation
Tangent section (including turn lanes)	0.4%	0.2%
Superelevated curve	0.4%	0.2%
Shoulder	0.5%	0.5%

D. Milled Surface.

1. Provide a milled surface with a reasonably uniform texture, within 1/4 inch of a true profile grade, and with no deviation in excess of 1/4 inch from a straightedge applied to the pavement perpendicular to the centerline. Ensure that the variation of the longitudinal joint between multiple cut areas does not exceed 1/4 inch. Engineer may accept areas varying from a true surface in excess of the above stated tolerance without correction if Engineer determines that they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operations. Correct any unsuitable texture or profile, as determined by Engineer, at no additional expense to the Department.
2. Engineer may require remilling of any area where a surface lamination causes a non-uniform texture to occur.

E. Method of Measurement.

1. The quantity to be paid for will be the area, in square yards, over which milling is completed and accepted by Engineer.

F. Basis of Payment.

1. Price and payment will be full compensation for all work specified in this Article, including hauling off and stockpiling or otherwise disposing of the milled material.
2. Payment will be made under:

Item No.	Description	Unit
327- 70-01	MILLING, 1" AVERAGE DEPTH	SY

334 HOT MIX ASPHALT (REV. 01-29-15)

A. Description.

1. General.

- a. Construct plant mixed Hot Mix Asphalt (HMA) pavements based on the type of mixture specified in the Contract Documents and for the Asphalt Work Categories defined below.
- b. Meet all applicable requirements for plants, material, equipment, and construction specified herein.

2. Asphalt Work Categories.

- a. Asphalt Work Category 1: Includes the construction of shared use paths and miscellaneous asphalt.
- b. Asphalt Work Category 2: Includes the construction of new asphalt turn lanes, paved shoulders and other non-mainline pavement locations.
- c. Asphalt Work Category 3: Includes the construction of new mainline asphalt pavement I, milling and resurfacing.

3. Mix Types.

- a. Use a HMA mix that meets the requirements of this specification.
- b. In the event a mix type is not identified in the Contract Documents use, subject to Engineer's approval, the appropriate HMA mix from Table 1 below.
- c. Mixtures are based on the design traffic level of the project, expressed in 18,000 pounds Equivalent Single Axle Loads (ESAL's).
- d. A Type SP or FC mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost.

Table 1 HMA Fine Mix Types		
Asphalt Work Category	Mix Types	Traffic Level ⁽²⁾
1	Type SP-9.5 ⁽¹⁾	A
2	Structural Mixes: Types SP-9.5 or SP-12.5 ⁽¹⁾ Friction Mixes: Types FC-9.5 or FC-12.5 ⁽¹⁾	B or C
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C
⁽¹⁾ Equivalent mixes may be approved as determined by the Engineer.		
⁽²⁾ Traffic Level (1x106 ESAL's): A is <0.3; B is 0.3 to <3; and C is 3 to <10		

4. Gradation Classification.

- a. Use only fine HMA mixes meeting the requirements of subarticle C.2.b below. The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:
 - 1) Type SP-9.5, FC-9.5 9.5 mm (3/8")
 - 2) Type SP-12.5, FC-12.5 12.5 mm (1/2")

5. Total Pavement Thickness.

- a. The total pavement thickness of the HMA Pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan spread rate or thickness.
- b. When the total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:
 - 1) Spread rate (lbs/yd²) = t x G_{mm} x 43.3 where:
 - a) t = Thickness (in.) (Plan thickness or individual layer thickness)
 - b) G_{mm} = Maximum specific gravity from the mix design
 - c) For target purposes only, spread rate calculations shall be rounded to the nearest whole number.
 - c. Plan quantities are based on a G_{mm} of 2.540, corresponding to a spread rate of 110 lbs. per square yard per inch. Pay quantities will be based on the actual maximum specific gravity of the mix being used.

6. Layer Thicknesses.

- a. Structural Course Layer(s):
 - 1) Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for fine Type SP HMA mixes are as follows:
 - a) Type SP-9.5.....1 - 1 1/2 inches
 - b) Type SP-12.5.....1 1/2 - 2 1/2 inches
 - 2) Fine Type SP-9.5 mixes are limited to the top two structural layers, two layers maximum.
- b. Friction Course Layer (FC-12.5 and FC-9.5):
 - 1) The thickness of the friction course layer will be the plan thickness as shown in the Contract Document or as directed in writing by the Engineer. For construction purposes, the plan thickness will be converted to spread rate as defined in Subarticle A.5 above.

7. Additional Requirements.

- a. Type SP HMA fine mixtures:
 - 1) When construction includes the paving of adjacent shoulders (≤5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.
 - 2) For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness may be increased by 1/2 inch, unless called for differently in the Contract Documents.

8. Weight of Mixture.

- a. The weight of the mixture shall be determined as provided in FDOT 320-2.2 (Electronic Weigh Systems).

B. Materials.

1. General Requirements: Meet the material requirements specified in FDOT Division III (Materials). Specific references as follows:

Superpave PG Asphalt Binder	FDOT 916-1
Recycling Agents	FDOT 916-2
Course Aggregate	FDOT Section 901
Fine Aggregate	FDOT Section 902

2. Asphalt Binder:

- a. For Type SP Mixtures:
 - 1) Unless specified elsewhere in the Contract Documents, use a PG 67-22 asphalt binder from the FDOT's Approved Products List (APL).
 - 2) Meet the requirements of FDOT Section 916 and Subarticle B.4 below.
- b. For Type FC Mixtures:
 - 1) Use an ARB-5 asphalt rubber binder meeting the requirements of FDOT Section 336 and any additional requirements or modifications specified herein for the various mixtures.
 - 2) If called for in the Contract Documents, use a PG 76-22 asphalt binder meeting the requirements of FDOT 916-1.
 - 3) For projects with a total quantity of FC-9.5 or FC-12.5 less than 500 tons, the Contractor may elect to substitute for the ARB-5, a PG 76-22 Asphalt Binder that meets the requirements of FDOT 916-1.

3. Aggregate:

- a. Provide certification from the aggregate supplier that the material meets all requirements for construction aggregates stipulated in the Contract Documents.
- b. Aggregates and sources used must be identified in the FDOT "Approved Aggregate Products from Mines or Terminals" current listings.
- c. For Type FC mixes:
 - 1) Use an aggregate blend that consists of crushed granite, crushed Oolitic limestone, other crushed materials (as approved by FDOT for friction courses per Rule 14-103.005, Florida Administrative Code), or a combination of the above. Crushed limestone from the Oolitic formation may be used if it contains a minimum of 12% silica material as determined by FDOT Test Method FM 5-510 and FDOT grants approval of the source prior to its use. As an exception, mixes that contain a minimum of 60% crushed granite may either contain:
 - a) Up to 40% fine aggregate from other sources, or
 - b) A combination of up to 15% Reclaimed Asphalt Pavement (RAP) Material and the remaining fine aggregate from other sources.

- c) A list of aggregates approved for use in friction courses may be available on the FDOT's website. The URL for obtaining this information, if available, is: <https://mac.fdot.gov/smreports>

4. Reclaimed Asphalt Pavement (RAP) use in Type SP asphalt mixture:

- a. General requirements: RAP may be used as a component of the Type SP asphalt mixture, if approved by the Engineer. Usage of RAP is subject to the following requirements:
 - 1) Limit the amount of RAP material used in the mix to a maximum of 50 percent by weight of total aggregate.
 - 2) When using a PG 76-22 Asphalt Binder, limit the amount of RAP material used in the mix to a maximum of 20 percent by weight of total aggregate.
 - 3) Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.
 - 4) Provide RAP material having a minimum average asphalt content of 4.0 percent by weight of total mix. The Engineer may sample the stockpile to verify that this requirement is met.
 - 5) Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.
- b. Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, viscosity and bulk specific gravity (Gsb) of the RAP material based on a representative sampling of the material.
- c. Asphalt Binder for Mixes with RAP:
 - 1) Select the appropriate asphalt binder grade based on Table 2 below.
 - 2) The Engineer reserves the right to change the asphalt binder type and grade at design based on the characteristics of the RAP asphalt binder, and reserves the right to make changes during production.
 - 3) Maintain the viscosity of the recycled mixture within the range of 5,000 to 15,000 poises.

Table 2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	Asphalt Binder Grade
<20	PG 67-22
20 – 29	PG 64-22
≥ 30	Recycling Agent

C. Composition of Mixture.

1. General: Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.
2. Mix Design:
 - a. General: Design the asphalt mixture in accordance with AASHTO R35 04, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.
 - b. Mixture Gradation Requirements: Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M323 04, Table 3. Aggregates from various sources may be combined.
 - 1) Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323 04, Table 3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323 04, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point. Use only fine mixes.
 - c. Gyratory Compaction: Compact the design mixture in accordance with AASHTO T312 04. Use the number of gyrations as defined in AASHTO R35 04, Table 1.
 - d. Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323 04, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323 04, Table 6.
 - e. Moisture Susceptibility:
 - 1) Test 4 inch specimens in accordance with FM 1 T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 psi. If necessary, add a liquid anti-stripping agent from the FDOT's Qualified Products List, or hydrated lime in order to meet these criteria.
 - 2) In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the FDOT's Qualified Products List. Add 0.5% liquid anti-stripping agent by weight of binder.

- f. Additional Information: In addition to the requirements listed above, provide the following information on each mix design:

- 1) The design traffic level and the design number of gyrations (N_{design}).
- 2) The source and description of the materials to be used.
- 3) The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source.
- 4) The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.
- 5) A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.
- 6) The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component.
- 7) A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1 percent.
- 8) A target temperature at which the mixture is to be discharged from the plant and a target roadway temperature. Do not exceed a target temperature of 330°F for modified asphalts and 315°F for unmodified asphalts.
- 9) Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.
- 10) The name of the Mix Designer.
- 11) The ignition oven calibration factor.

D. Contractor Quality Control.

1. Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and Project site for quality control purposes.
2. Acceptance of any automatic delivery ticket printout, electronic weight delivery ticket, or other evidence of weight of the materials or approval of any particular type of materials or production methods will not constitute agreement by the County that such matters are in accordance with the Contract Documents and it shall be the Contractor's responsibility to ensure that the materials delivered to the project are in accordance with the Contract Documents.

E. General Construction Requirements.

1. Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the laying operations.
 2. Limitations of Laying Operations:
 - a. General: Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, and properly cured, and is dry.
 - b. Air Temperature: Spread the mixture only when the air temperature in the shade and away from artificial heat is at least 40°F for layers greater than 1 inch (100 lb/yd²) in thickness and at least 45°F for layers 1 inch (100 lb/yd²) or less in thickness (this includes leveling courses). The minimum temperature requirement for leveling courses with a spread rate of 50 lb/yd² or less is 50°F.
 3. Mix Temperature: Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of ±30°F from the target temperature as shown on the mix design. Reject all loads outside of this range.
 4. Transportation of the Mixture: Transport the mixture in vehicles previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use diesel fuel or any other hazardous or environmentally detrimental material as a coating for the inside surface of the truck body. Cover each load at all times.
 5. Preparation of Surfaces Prior to Paving:
 - a. Cleaning: Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.
 - b. Patching and Leveling Courses: Where the HMA is to be placed on an existing pavement which is irregular, wherever the plans indicate, or if directed by the Engineer, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.
 - c. Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.
 - d. Tack Coat: Apply a tack coat on existing pavement structures that are to be overlaid with an asphalt mix and between successive layers of all asphalt mixes, unless directed otherwise by the Engineer. Use a tack coat product meeting FDOT Section 300 (Prime and Tack Coats for Base Courses). Use an emulsified tack coat spread rate of 0.02 to 0.08 gal/sy or as specified by the Engineer.
 6. Paving:
 - a. Alignment of Edges: With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than ± 1.5 inches from the stringline.
 - b. Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped and water has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in subarticle E.3 above, the Contractor may then place the mixture caught in transit.
 - c. Checking Depth of Layer: Check the depth of each layer at frequent intervals, and make adjustments when the thickness exceeds the allowable tolerance of 1/4". Address any material outside of this tolerance per the direction of the Engineer. When making an adjustment, allow the paving machine to travel a minimum distance of 32 feet to stabilize before the second check is made to determine the effects of the adjustment.
 - d. Hand Spreading: In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.
 - e. Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.
 - f. Thickness of Layers: Construct each course of Type SP mixtures in layers of thickness pursuant to subarticle A.6.a above.
7. Leveling Courses:
 - a. Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface more than 1 inch deep by spot patching with leveling course mixture, and compact thoroughly.
 - b. Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.
 - c. Rate of Application: When using Type SP-9.5 (fine graded) for leveling, do not allow the average spread of a layer to be less than 50 lb/yd² or more than 75 lb/yd². The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.
 8. Compaction:
 - a. For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.
 - b. When density testing for acceptance is required (Asphalt Work Category 3), select equipment, sequence, and coverage of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the

extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

- c. When density testing for acceptance is not required (Asphalt Work Categories 1 and 2), use a rolling pattern approved by the Engineer.
- d. Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

9. Joints.

- a. Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge.
- b. Longitudinal Joints: For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheelpaths. The Engineer may waive these requirement where offsetting is not feasible due to the sequence of construction.

10. Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross-slope.

- a. Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with the requirements below for Correcting Unacceptable Pavement.
- b. Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.
- c. Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FM 5-509. Make them available at the job site at all times during paving operations for Asphalt Work Category 3 and make them available upon request of the Engineer for Asphalt Work Categories 1 and 2.

1) Asphalt Work Category 3:

- a) Acceptance Testing: Using a rolling straightedge, test the final Type SP structural layer and the Type FC layer, where a friction course is called for in the Contract Documents. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.
- b) Rolling Straightedge Exceptions: Testing with the rolling straightedge will not be required in the following areas: intersections, tapers, crossovers, parking lots and similar areas. In addition, testing with the rolling straightedge will not be performed on the following areas when they are less than 50 feet in length: turn lanes,

acceleration/deceleration lanes and side streets. However, correct any individual surface irregularity in these areas that deviates from the plan grade in excess of 3/8 inch as determined by a 15 foot manual straightedge, and that the Engineer deems to be objectionable, in accordance with the requirement below for Correcting Unacceptable Pavement. The Engineer may waive or modify straightedging requirements if no milling, leveling, overbuild or underlying structural layer was placed on the project and the underlying layer was determined to be exceptionally irregular.

- c) Final Type SP Structural Layer: Straightedge the final Type SP structural layer with a rolling straightedge behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with the requirements below for Correcting Unacceptable Pavement (structural layer). If the Type SP layer is to be the final surface, corrections may be waived by the Engineer. Retest the corrected areas.

- d) Friction Course Layer: Where a friction course is called for in the Contract, at the completion of all paving operations, straightedge the friction course either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with the requirements below for Correcting Unacceptable Pavement (friction course), unless waived by the Engineer. Retest all corrected areas.

- 2) Asphalt Work Categories 1 and 2: If required by the Engineer, straightedge the final structural layer with a rolling straightedge, either behind the final roller of the paving train or as a separate operation. Correct all deficiencies in excess of 5/16 inch in accordance with the requirements below for Correcting Unacceptable Pavement (structural layer). Retest all corrected areas. If the Engineer determines that the deficiencies on a bicycle path are due to field geometrical conditions, the Engineer will waive corrections with no deduction to the pay item quantity.

d. Correcting Unacceptable Pavement:

- 1) General: Correct all areas of unacceptable pavement at no additional cost.
- 2) Structural Layers: Correct deficiencies in the Type SP structural layer by one of the following methods:
 - a) Remove and replace the full depth of the layer, extending a minimum of 50 feet on both sides of the defective area for the full width of the paving lane.
 - b) Mill the pavement surface to a depth and width that is adequate to remove the deficiency. (This option only applies if the structural layer is not the final surface layer.)
- 3) Friction Course: Correct deficiencies in the friction course layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet

on both sides of the defective area for the full width of the paving lane.

F. Acceptance of the Mixture.

1. General: The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:
 - a. Asphalt Work Category 1 – Certification by the Contractor as defined below.
 - b. Asphalt Work Category 2 – Certification and quality control testing by the Contractor as defined below.
 - c. Asphalt Work Category 3 – Quality control testing by the Contractor and acceptance testing by the Engineer as defined below.
2. Certification by the Contractor: On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project was in substantial compliance with the Specifications. The Engineer may run independent tests to determine the acceptability of the material.
3. Certification and Quality Control Testing by the Contractor: On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project was in substantial compliance with the Specifications, along with supporting test data documenting all quality control testing as described in the Quality Control Sampling and Testing Requirements (subarticle F.3.a. below). If so required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the quality control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material.
 - a. Quality Control Sampling and Testing Requirements:
 - 1) Perform quality control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1 T 168.
 - 2) Test the mixture at the plant for gradation (P-8 and P-200) and asphalt binder content (Pb).
 - 3) Test the mixture on the roadway for density using six-inch diameter roadway cores obtained at a frequency of three cores per day.
 - 4) Determine the asphalt content of the mixture in accordance with FM 5 563.
 - 5) Determine the gradation of the recovered aggregate in accordance with FM 1 T 030.
 - 6) Determine the roadway density in accordance with FM 1 T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (G_{mm}) from the approved mix design. If the Contractor or Engineer suspects that the mix design G_{mm} is no longer representative of the asphalt mixture being produced, then a new G_{mm} value will be determined from plant-produced mix with the

approval of the Engineer. Roadway density testing will not be required in certain situations as described in the Acceptance Testing Exceptions (subarticle F.4.a below).

- 7) Assure that the asphalt content, gradation and density test results meet the criteria in Table 3 below.

Table 3 Quality Control and Acceptance Values	
Characteristic	Tolerance
Asphalt Binder Content (percent)	Target ± 0.55
Passing No. 8 Sieve (percent)	Target ± 6.00
Passing No. 200 Sieve (percent)	Target ± 2.00
Roadway Density (average of three cores)	91.5% G _{mm}
Roadway Density (any single core)	90.0 % G _{mm}

4. Quality Control Testing by the Contractor and Acceptance Testing by the Engineer: On Asphalt Work Category 3, perform quality control testing as described in the Quality Control Sampling and Testing Requirements (subarticle F.3.a above). In addition, the Engineer will accept the mixture at the plant with respect to gradation (P-8 and P-200) and asphalt binder content (Pb). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in subarticle F.3.a above. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 3 above. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer.
 - a. Acceptance Testing Exceptions:
 - 1) When the total quantity of any mix type in the Project is less than 500 tons, or on Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.
 - 2) Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, first lift of asphalt base course placed on subgrade, miscellaneous asphalt pavement, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 lbs/sy. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet in length: crossovers, intersections, turning lanes, acceleration lanes, deceleration lanes, or ramps. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

G. Method of Measurement.

1. For the work specified under this Article, the quantity to be paid for will be the weight of the mixture, in tons.
2. The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent and the tack coat application as specified herein. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

H. Basis of Payment.

1. General: Price and payment will be full compensation for all the work specified under this Article.

Item No.	Description	Unit
334-2-13-1	Hot Mix Asphalt, Traffic C, SP-9.5	Ton

Chemical Admixtures:	FDOT Section 924
Pozzolans and Slag:	FDOT Section 929

2. Admixture Requirements: Chemical admixtures may be added at the dosage rates recommended by the manufacturer.
3. Material Storage: Use a concrete production facility that meets the following requirements.
 - a. Cementitious Materials Storage: Provide a separate and clearly labeled weatherproof facility to store each brand or type of cementitious material without mixing or contamination. Different brands of cement, cement of the same brand from different facilities, or different types of cement must be stored separately and must not be mixed. Provide a suitable, safe and convenient means of collecting cementitious material samples at each storage facility.
 - b. Aggregate Storage: Provide suitable bins, stockpiles or silos to store and identify aggregates without mixing, segregating or contaminating different grades or types of materials. Identify aggregate type/gradation. Handle the aggregates in a manner to minimize segregation and meet the specification requirements when recovered from storage. Continuously and uniformly sprinkle coarse aggregate with water, for 24 hours preceding introduction into the concrete mix. Timers may be used to facilitate the sprinkling of aggregate stockpiles using an alternating on/off method. However, in no event shall the top surface of the stockpile be permitted to become dry prior to batching of concrete. Moisture probes may be used to determine the moisture content of the aggregate. Ensure that the accuracy of the probe is certified annually and verified weekly. Maintain stored aggregates in a well-drained condition to minimize free water content. Provide access for the Engineer to sample the aggregates from the recovery side of the storage facility.

344 PORTLAND CEMENT CONCRETE (REV. 10-26-11)

A. Description.

1. Use concrete composed of a mixture of Portland cement, aggregates, and water, with or without chemical or mineral admixtures. Construct Concrete based on the type of work as described in the Contract Documents and the Concrete Work Categories below.
 - a. Concrete Work Category 1: Includes the construction of sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in-place or precast elements.
 - b. Concrete Work Category 2: Includes the construction of precast concrete including concrete barriers, traffic railing barriers, parapets, sound barriers, inlets, manholes, junction boxes, pipe culverts, storm sewers, box culverts, prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators or other structural precast elements.
 - c. Concrete Work Category 3: Includes the work associated with the placement and/or construction of structural cast-in-place concrete requiring a class of concrete specified in FDOT Section 346.

B. Materials.

1. General: Certify that all materials used in concrete meet the following requirements:

Portland Cement:	FDOT Section 921 except Portland cements meeting the requirements of AASHTO M-85 or ASTM C-150 are allowed for nonstructural concrete.
Coarse Aggregate:	FDOT Section 901
Fine Aggregate:	FDOT Section 902
Water:	FDOT Section 923

C. Production, Mixing and Delivery of Concrete.

1. Concrete Production Requirements:
 - a. Use concrete production facilities certified by the National Ready-Mixed Concrete Association (NRMCA) and approved by the FDOT.
 - b. Produce concrete utilizing equipment that is in good operating condition and operated in a manner to ensure a consistent product. When moisture probes are not used, ensure that the concrete production facility determines the free moisture for the coarse and fine aggregates within two hours prior to each day's batching. On concrete placements expected to exceed three hours, perform an additional moisture test approximately half way through the batching operations and adjust batch proportions accordingly.
 - c. Ensure that the calibration of the measuring devices of the concrete production facilities meets the requirements of Chapter 531 of the Florida Statutes, and are in accordance with Chapter 9.2 of the FDOT Materials Manual. At least quarterly, ensure that all

scales, meters and other weighing or measuring devices are checked for accuracy by a qualified representative of a scale company registered with the Bureau of Weights and Measures of the Florida Department of Agriculture. As an alternative, the producer may have this frequency identified in an FDOT approved QC plan. The accuracy of admixture measuring dispensers will be certified annually by the admixture supplier.

- d. When Volumetric Mixers are used for Category I applications, deliver concrete in accordance with the requirements of Volumetric Mixer Manufacturers Bureau (VMMB) and ensure that the vehicle has a VMMB registered rating plate.
2. Classes of Concrete: Classes of concrete to be used on the Project will be as specified in the Contract Documents or FDOT Section 346 when applicable.
3. Contractors Quality Control: Provide Engineer for approval a Quality Control (QC) plan to identify to the Department how quality will be ensured at the project site. During random inspections Engineer will use this document to verify that the construction of the Project is in agreement with the QC plan and the Contract Documents.
4. Concrete Mix Design:
 - a. Before producing any concrete, submit the proposed mix design to Engineer on a form provided by the Department. Otherwise, the Department may accept applicable mix designs previously described in an FDOT approved QC plan. In any event, use only concrete mix designs having prior approval of the Engineer.
 - b. Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments and substituted material on a Department approved concrete delivery ticket. Engineer may disqualify any concrete production facility for non-compliance with specification requirements.
5. Delivery:
 - a. For cast-in-place applications, the maximum allowable mixing and agitation time of concrete is 90 minutes.
 - b. Furnish a delivery ticket on a form approved by the Department with each batch of concrete before unloading at the placement site. The delivery ticket shall be printed. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batchers responsible for producing the concrete certifies that the batch was produced in accordance with these Specifications and signs the delivery ticket. Contractor must sign the delivery ticket certifying that the concrete was batched, delivered and placed in accordance with these Specifications.
 - c. The Contractor is responsible for rejecting loads of concrete that do not meet the plastic properties of the approved mix design or the minimum compressive strength requirements.
 - d. At the sole option of the Department, the Engineer may accept concrete at a reduced pay when it is determined that the concrete will serve its intended function.

6. Placing Concrete:

a. Concreting in Cold Weather:

- 1) Do not place concrete when the temperature of the concrete at placement is below 45°F.
- 2) Meet the air temperature requirements for mixing and placing concrete in cold weather as specified in FDOT Section 346. During the curing period, if NOAA predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the concrete and air within the enclosure can be kept above 60°F for a period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.
- 3) Assume all risks connected with the placing and curing of concrete. Although Engineer may give permission to place concrete, Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the County.

b. Concreting in Hot Weather:

- 1) Meet the temperature requirements and special measures for mixing and placing concrete in hot weather as specified in FDOT Section 346.
 - 2) When the temperature of the concrete as placed exceeds 75°F, incorporate in the concrete mix a water-reducing retarder or water reducer if allowed by FDOT Section 346.
 - c. Spray reinforcing steel and metal forms with cool fresh water just prior to placing the concrete in a method approved by the Engineer.
 - d. Assume all risks connected with the placing and curing of concrete. Although Engineer may give permission to place concrete, Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the County.
7. Mixers: Ensure that mixers are capable of combining the components of concrete into thoroughly mixed and uniform mass, free from balls or lumps of cementitious materials, and capable of discharging the concrete uniformly. Operate concrete mixers at speeds per the manufacturer's design. Do not exceed the manufacturer's rated capacity for the volume of mixed concrete in the mixer, mixing drum, or container.
 8. Small Quantities of Concrete: With approval of the Engineer, small quantities of concrete, less than 3 yd³ placed in one day and less than 0.5 yd³ placed in a single placement may be accepted using a pre-bagged mixture. The Department may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

9. Sampling and Testing:

- a. Category 1: Engineer may sample and test the concrete at his discretion to verify its quality. The minimum 28

day compressive strength requirement for this concrete is 3,000 psi.

- b. Category 2: Provide a statement of certification from the manufacturer of the precast element that the element meets the quality control and inspection testing requirements of the Contract Documents.
 - c. Category 3: The Department will randomly select a sample from each 200 yd³ or one day's production to determine plastic properties and to make three 4 x 8 inch cylinders for testing by the Department at 28 days to ensure that the design compressive strength has been met. The Department may, at its discretion, test additional concrete samples to ensure compliance with the Specifications.
10. Records: Maintain the following records for review for at least 3 years after final acceptance of the Project:
- a. Approved concrete mix designs.
 - b. Materials source (delivery tickets, certifications, certified mill test reports).
 - c. A copy of the scale company or testing agency report showing the observed deviations from quantities checked during calibration of the scales and meters.
 - d. A copy of the documentation certifying the admixture weighing/measuring devices.
 - e. For non structural concrete, the Department will accept recent NRMCA, VMMB or FDOT inspection records certifying the plant or truck can produce concrete. In addition, documentation will be available at the plant or in the truck showing that action has been taken to correct deficiencies noted during the inspections.

D. Acceptance of the Work.

- 1. Category 1 Work: Category 1 work will be accepted based upon compliance with Production, Mixing and Delivery Requirements specified in herein.
- 2. Category 2 Work: Precast elements will be accepted based upon certification from the Contractor that the elements were produced by a production facility on the FDOT's current approved plant list. In addition, the producers QC stamp will be displayed on the element.
- 3. Category 3 Work: Category 3 work shall be in full compliance with this Specification, and with current FDOT Specifications, FDOT Section 346 and associated Contractor Quality Control (QC) specifications governing cast-in-place concrete. In addition, a Delivery Ticket as described in Subarticle 344-B.5 will be required for acceptance of the material at the Project site.

E. Method of Measurement.

- 1. The quantities to be paid for will be the concrete items having awarded Contract Prices that are completed and accepted by Engineer.

F. Basis of Payment.

- 1. Prices and payments will be full compensation for all work and materials specified in this Article and the Articles applicable to the items of work having awarded Contract Prices measured and approved for payment.

**425 INLETS, MANHOLES AND JUNCTION BOXES
(SECTION 425)**

A. Page 417, Subarticle 425-6.6 - Placing Pipe; The third sentence of this sub-article is modified to read:

1. When catch basins are called for, the inlet and outlet pipe may extend into the structure not to exceed 4 inches beyond the interior face of the wall.

B. Page 417, Subarticle 425-6.7 Backfilling; is modified to include the following:

1. Select material shall be used for backfill adjacent to catch basins and riser inlets, as detailed in the Plans. It shall consist of well-graded limerock or limerock and sand fill. Sand or fill having a high proportion of sand will not be accepted as select fill. All select fill shall be approved by the Engineer prior to placing. No separate payment will be made for select fill, but shall be included in the unit bid price for each particular item as indicated in the Bid Form of the Proposal.

C. Page 417, Subarticle 425-8.2 - Adjusted Structures; is expanded to include the following:

1. Upon completion of the work, and prior to acceptance and final payment, all such structures will be inspected by the Engineer to ensure that they are free of all debris and thoroughly cleaned. All drainage structures within the project limits shall be cleaned thoroughly and made free of all debris prior to final acceptance by the County. The Contractor shall include within the scheduled items listed on the Contract's Bid Form, the cost of all work necessary for cleaning and debris removal.

D. Page 418, Subarticle 425-8.3 – Payment Items; is expanded to include the following:

1. When a separate item is listed on the Bid Form for cleaning of structures, said item shall only be used when indicated on the Engineering Plans or as directed by the Engineer, and only for the cleaning of drainage structures that were not impacted by construction activities.

2. Payment will be made under:

Item No.	Description	Unit
425-1-1	Swale Inlet Type D-3 (36" Dia.) (Less than 10 feet deep)	EA
425-1-2A	Swale Inlet Type D-3 (36" X 36") (Less than 10 feet deep)	EA
425-1-35	Curb Inlet Type P-5 (Any dimension) (Max. 15' Deep)	EA
425-1-36	Curb Inlet Type P-6 (Any dimension) (Max. 15' Deep)	EA
425-1-902	SWALE INLET TYPE P-10M (Any dimension, maximum depth 15')	EA

425-1-907A	Pollution Retardant Baffle (Any type) (Any Dimension)	EA
425-2-41	Manhole (Type P-7T, Any dimension, maximum 15' deep)	EA
425-79	Core and Tie to exist. drainage structures.	EA
425-82	MODIFY STRUCTURE- Cut to enlarge opening as needed in order to accommodate pipe due to utility conflict(s), brick and mortar as needed.	EA

430 PIPE CULVERTS (REV. 01-12-16)

A. Description.

1. Furnish and install drainage pipe and end sections at the locations called for in the Plans or as directed by Engineer. Furnish and construct joints and connections to existing pipes, catch basins, inlets, manholes, walls, etc., as may be required to complete the work.
2. Construct structural plate pipe culverts or underdrains in accordance with FDOT Sections 435 and 440.
3. Obtain pipe culverts from a Producer currently on the FDOT's list of Producers with Accepted Quality Control Programs. Producers seeking inclusion on the list shall meet the requirements of FDOT 105-3.
4. When the producer's FDOT Quality Control Program is suspended, accept responsibility of either obtaining drainage products from another producer with an accepted FDOT Quality Control Program or await re-approval of the producer's FDOT Quality Control Program. Engineer will not allow changes in Contract Time or completion dates as a result of the producer's FDOT Quality Control Program suspension. Accept responsibility for all delay costs or other costs associated with the producer's FDOT Quality Control Program suspension.

B. Materials.

1. Pipe: Meet the following requirements:

Concrete Pipe	FDOT Section 449
Round Rubber Gaskets	FDOT Section 942
Corrugated Steel Pipe and Pipe Arch	FDOT Section 943
Corrugated Aluminum Pipe and Pipe Arch	FDOT Section 945
Corrugated Polyethylene Pipe	FDOT Section 948
Polyvinyl Chloride (PVC) Pipe	FDOT Section 948

2. Joint Materials: Use joint materials specified in this Article according to type of pipe and conditions of usage.
3. Mortar: Use mortar composed of one part portland cement and two parts of clean, sharp sand, to which mixture Contractor may add hydrated lime in an amount

not to exceed 15% of the cement content. Use mortar within 30 minutes after its preparation.

C. Type of Pipe to Be Used.

1. Where the Plans designate a type (or types) of pipe, use only the type (or choose from the types) designated.
2. If the Plans do not designate a type (or types) of pipe, Contractor, subject to Engineer's approval, may use either a minimum Class I concrete pipe, corrugated steel pipe, corrugated aluminum pipe, corrugated polyethylene pipe or PVC pipe. If one of the metal types is chosen, use the minimum gage specified in FDOT Section 943 for steel pipe or FDOT Section 945 for aluminum pipe.
3. Class I corrugated Polyethylene Pipe may be used on local (non-arterial or non-collector) roads only.

D. Laying Pipe.

1. General:
 - a. Lay all pipe, true to the lines and grades given, with hubs up and tongue end fully entered into the hub. When pipe with quadrant reinforcement or circular pipe with elliptical reinforcement is used, install the pipe in a position such that the manufacturer's marks designating "top" and "bottom" of the pipe are not more than five degrees from the vertical plane through the longitudinal axis of the pipe. Do not allow departure from and return to plan alignment and grade to exceed 1/16 inch per foot of nominal pipe length, with a total of not more than 1 inch departure from theoretical line and grade. Take up and relay any pipe that is not in true alignment or which shows any settlement after laying at no additional expense to the Department.
 - b. Do not use concrete pipe with lift holes except round pipe which has an inside diameter in excess of 54 inches or any elliptical pipe.
 - c. Repair lift holes, if present, by use of a hand-placed, stiff, non-shrink, 1-to-1 mortar of cement and fine sand, after first washing out the hole with water. Completely fill the void created by the lift hole with mortar. Cover the repaired area with a 24 by 24 inches piece of filter fabric secured to the pipe. Use a Type D-3 filter fabric meeting the requirements shown on FDOT Design Standards, Index 199 and the Contract Documents.
 - d. Secure the filter fabric to the pipe using a method that holds the fabric in place until the backfill is placed and compacted. Use a grout mixtures, mastics, or strapping devices to secure the fabric to the pipe.
 - e. When installing pipes in structures, construct inlet and outlet pipes of the same size and kind as the connecting pipe shown in the Plans. Extend the pipes through the walls for a distance beyond the outside surface sufficient for the intended connections, and construct the concrete around them neatly to prevent leakage along their outer surface as shown on the FDOT Design Standards, Index 201. Keep the inlet and outlet pipes flush with the inside of the wall. Resilient connectors as specified in FDOT 942-3 may be used in lieu of a masonry seal.
 - f. Furnish and install a filter fabric jacket around all pipe joints and the joint between the pipe and the structure

in accordance with FDOT Design Standards, Index Nos. 201 and 280. Use fabric meeting the physical requirements of Type D-3 specified on the FDOT Design Standards, Index 199 and the Contract Documents. The fabric shall extend a minimum of 12 inches beyond each side of the joint or both edges of the coupling band, if a coupling band is used. The fabric shall have a minimum width of 24 inches, and a length sufficient to provide a minimum overlap of 24 inches. Secure the filter fabric jacket against the outside of the pipe by metal or plastic strapping or by other methods approved by Engineer.

g. Meet the following minimum joint standards:

Pipe Application	Minimum Standard
Storm and Cross Drains	Water-tight
Gutter Drain	Water-tight
Side Drains	Soil-tight

- h. When rubber gaskets are to be installed in the pipe joint, the gasket shall be the sole element relied on to maintain a tight joint. Soil tight joints must be watertight to 2 psi. Water-tight joints must be water-tight to 5 psi unless a higher pressure rating is required in the Plans.
2. Trench Excavation: Excavate the trench for storm and cross drains, and side drains as specified in the Contract Documents.
3. Foundation: Provide a suitable foundation, where the foundation material is of inadequate supporting value, as determined by Engineer. Remove the unsuitable material and replace it with suitable material, as specified in Article 120 (Earthwork and Related Operations) of these Specifications. Where in Engineer's opinion, the removal and replacement of unsuitable material is not practicable, he may direct alternates in the design of the pipe line, as required to provide adequate support. Minor changes in the grade or alignment will not be considered as an adequate basis for extra compensation. Do not lay pipe on blocks or timbers, or on other unyielding material, except where the use of such devices is called for in the Plans.
4. Backfilling: Backfill around the pipe as specified in Article 120 (Earthwork and Related Operations) of these Specifications unless specific backfilling procedures are described in the Contract Documents.
5. Plugging Pipe:
 - a. When existing pipe culverts are to be permanently placed out of service, fill them with flowable fill that is non-excavatable, contains a minimum 350 lbs/cy of cementitious material and meets the requirements Article 121 (Flowable Fill) and/or plug them with masonry plugs as required by the Contract Documents. Install masonry plugs that are a minimum of 8 inches in thickness, in accordance with FDOT Design Standards Index 280.
 - b. When proposed or existing pipe culverts are to be temporarily placed out of service, plug them with prefabricated plugs as shown in the Plans. Install prefabricated plugs in accordance with the manufacturer's recommendations. Do not fill, or

construct masonry plugs in, any pipe culverts intended for current or future service.

6. End Treatment:

- a. Place an end treatment at each storm and cross drain, and side drain as shown in the Plans. Refer to the FDOT Design Standards for types of end treatment details.
- b. As an exception to the above, when concrete mitered end sections are permitted, Contractor may use reinforced concrete U-endwalls, if shop drawings are submitted to Engineer for approval prior to use.
- c. Provide end treatments for corrugated polyethylene pipe and PVC pipe as specified in FDOT Section 948, or as detailed in the Plans.

7. Metal Pipe Protection:

- a. Apply a bituminous coating to the surface area of the pipe within and 12 inches beyond the concrete or mortar seal prior to sealing, to protect corrugated steel or aluminum pipe embedded in a concrete structure, such as an inlet, manhole, junction box, endwall, or concrete jacket.
- b. Ensure that the surface preparation, application methods (dry film thickness and conditions during application), and equipment used are in accordance with the coating manufacturers' published specifications.
- c. Obtain Engineer's approval of the coating products used.

8. Final Pipe Inspection:

- a. Pipe must be lay under direct supervision of Engineer at all times. In the event that a specific job site requires a video inspection, and it is approved by Engineer, pipe must be inspected as per FDOT Article 430-4.8. County will pay for the cost of inspection and report.

E. Removing Existing Pipe.

1. If the Plans indicate that existing pipe is to remain the property of the Department, collect and stack along the right-of-way all existing pipe or pipe arch so indicated in the Plans to be removed, or that does not conform to the lines and grades of the proposed work and that is not to be re-laid, as directed by Engineer. Take care to prevent damage to salvageable pipe during removal and stacking operations.

F. Placing Pipe Under Railroad.

1. General: Construct pipe culverts under railroad tracks in accordance with the requirements of the railroad company. Perform all the shoring under the tracks, and sheeting and bracing of the trench, required by the railroad company or deemed necessary by Engineer in order to ensure safe and uninterrupted movement of the railroad equipment, at no expense to the Department.
2. Requirements of the Railroad Company:
 - a. Install pipe using methods required by the railroad company and shown in the Contract Documents.

- b. When the general method of installation required by the railroad company is indicated in the Plans, do not alter such method, or any other specific details of the installation which might be indicated in the Plans, without receiving approval or direction from the railroad, followed by written approval from Engineer.

3. Notification to Railroad Company: Notify the railroad company and Engineer at least ten days prior to the date on which pipe is to be placed under the railroad tracks.
4. Placing Pipe by Jacking: Obtain Engineer's and the railroad company's approval of the details of the jacking method to be used, when placing pipe through the railroad embankment, before the work is started.
5. Use of Tunnel Liner: When the railroad company requires that a tunnel liner be used for placing the pipe in lieu of the jacking method, the Department will pay for the tunnel liner material separately in cases where the Contract Documents do not require the use of a tunnel liner. For these cases the Department will reimburse Contractor for the actual cost of the liner, delivered at the site. The Department will base such cost on a liner having the minimum gage acceptable to the railroad.

G. Specific Requirements for Concrete Pipe.

1. Sealing Joints: Seal the pipe joints with round rubber or profile gaskets meeting the requirements of FDOT Section 449. Ensure that the gasket and the surface of the pipe joint, including the gasket recess, are clean and free from grit, dirt and other foreign matter, at the time the joints are made. In order to facilitate closure of the joint, application of a vegetable soap lubricant immediately before closing of the joint will be permitted. Prelubricated gaskets may be used in lieu of a vegetable soap lubricant when the lubricating material is certified to be inert with respect to the rubber material.
2. Laying Requirements for Concrete Pipe with Rubber Gasket Joints: Do not allow the gap between sections of pipe to exceed 5/8 inch for pipe diameters of 12 inches through 18 inches, 7/8 inch for pipe diameters of 24 through 66 inches, and 1 inch for pipe diameters 72 inches and larger. Where minor imperfections in the manufacture of the pipe create an apparent gap in excess of the tabulated gap, Engineer will accept the joint provided that the imperfection does not exceed 1/3 the circumference of the pipe, and the rubber gasket is 1/4 inch or more past the pipe joint entrance taper. Where concrete pipes are outside of these tolerances, replace them at no expense to the Department. Do not apply mortar, joint compound, or other filler to the gap which would restrict the flexibility of the joint.
3. Field Joints for Elliptical Concrete Pipe: Use either a preformed plastic gasket material or an approved rubber gasket to make a field joint.
 - a. Plastic Gasket. For field joints that are made from preformed plastic gasket material; install field joints in accordance with the manufacturer's instructions and the following:
 - 1) Material: Meet the requirements of FDOT 942-2.
 - 2) Joint Design: Ensure that the pipe manufacturer furnishes Engineer with details regarding

configuration of the joint and the amount of gasket material required to affect a satisfactory seal. Do not brush or wipe joint surfaces which are to be in contact with the gasket material with a cement slurry. Fill minor voids with cement slurry.

- 3) Primer: Apply a primer of the type recommended by the manufacturer of the gasket material to all joint surfaces which are to be in contact with the gasket material, prior to application of the gasket material. Thoroughly clean and dry the surface to be primed.
 - 4) Application of Gasket: Apply gasket material to form a continuous gasket around the entire circumference of the leading edge of the tongue and the groove joint, in accordance with the detail shown on the Design Standards, Index No. 280. Do not remove the paper wrapper on the exterior surface of the gasket material until immediately prior to joining of sections. Apply plastic gasket material only to surfaces which are dry. When the atmospheric temperature is below 60°F, either store plastic joint seal gaskets in an area above 70°F, or artificially warm the gaskets to 70°F in a manner satisfactory to Engineer.
 - 5) Installation of Pipe: Remove and reposition or replace any displaced or contaminated gasket as directed by Engineer. Install the pipe in a dry trench. Carefully shape the bottom of the trench to minimize the need for realignment of sections of pipe after they are placed in the trench. Hold to a minimum any realignment of a joint after the gaskets come into contact. Prior to joining the pipes, fill the entire joint with gasket material and ensure that when the pipes are joined there is evidence of squeeze-out of gasket material for the entire internal and external circumference of the joint. Trim excess material on the interior of the pipe to provide a smooth interior surface. If a joint is defective, remove the leading section of pipe and reseal the joint.
- b. Rubber Gasket. For field joints that are made with profile rubber gaskets; install field joints in accordance with the manufacturer's instructions and the following:
- 1) Material: Meet the requirements of FDOT 942-4.
 - 2) Joint Design: Ensure that the pipe manufacturer furnishes Engineer with details regarding configuration of the joint and gasket required to effect a satisfactory seal. Do not apply mortar, joint compound, or other filler which would restrict the flexibility of the gasket joint.
4. Requirements for Concrete Radius Pipe:
- a. Design: Construct concrete radius pipe in segments not longer than 4 feet (along the pipe centerline), except where another length is called for in the Contract Documents. Join each segment using round rubber gaskets. Ensure that the pipe manufacturer submits details of the proposed joint, segment length and shape for approval by Engineer, prior to manufacture.
 - b. Pre-Assembly: Ensure that the manufacturer pre-assembles the entire radius section in his yard, in the presence of Engineer, to ensure a proper fit for all parts. At the option of the manufacturer, Contractor may assemble the pipe without gaskets. Consecutively

number the joints on both the interior and exterior surfaces of each joint, and make match marks showing proper position of joints. Install the pipe at the project site in the same order as pre-assembly.

H. Specific Requirements for Corrugated Metal Pipe.

1. Field Joints:

a. General:

- 1) Make a field joint with locking bands, as specified in Article 9 of AASHTO M 36 and AASHTO M 196M for aluminum pipe. For aluminum pipe, fabricate bands from the same alloy as the culvert sheeting.
- 2) When existing pipe to be extended is helically fabricated, make a field joint between the existing pipe and the new pipe using one of the following methods:
 - a) Cut the new pipe to remove one of the re-rolled annular end sections required in FDOT Sections 943 or 945, or fabricate the pipe so that the re-rolled annular section is fabricated only on one end. Use either a spiral (helical) band with a gasket or a flat band with gaskets as required by Subarticle 430-H.1.b.1) b) to join the pipe sections.
 - b) Contractor may construct a concrete jacket as shown on the FDOT Design Standards, Index No. 280, provided that the minimum cover required by the FDOT Design Standards, Index No. 205 can be obtained.

b. Side Drain, Storm and Cross Drain, and Gutter Drains: Where corrugated metal pipe is used as side drain, storm and cross drain, or gutter drain, use a rubber or neoprene gasket of a design shown to provide a joint as specified in Subarticle 430-D.

1) Use a gasket of one of the following dimensions:

- a) For annular joints with 1/2 inch depth corrugation: either a single gasket a minimum of 7 inches by 3/8 inch or two gaskets a minimum of 3 1/2 inches by 3/8 inch; and for annular joints with 1 inch depth corrugations: either a single gasket a minimum of 7 inches by 7/8 inch or two gaskets a minimum of 3 1/2 inches by 7/8 inch.
 - b) For helical joints with 1/2 inch depth corrugation: either a single gasket a minimum of 5 inches by 1 inch or two gaskets a minimum of 3 1/2 inches by 1 inch; and for helical joints with 1 inch depth corrugations: either a single gasket a minimum of 5 inches by 1 1/2 inches or two gaskets a minimum of 3 1/2 inches by 1 1/2 inches.
 - c) Such other gasket designs as may be approved by Engineer.
- 2) If, in lieu of a single gasket spanning the joint, two gaskets are used, place these individual gaskets approximately 2 inches from each pipe end at the joint. When two gaskets are used, seal the overlapping area on the coupling band between the gaskets consistent with the joint performance specified. Contractor may tuck a strip of preformed gasket material over the bottom lip of the band for

this purpose. Use coupling bands that provide a minimum circumferential overlap of 3 inches. As the end connections on the coupling band are tightened, ensure that there is no local bending of the band or the connection. Use precurved coupling bands on pipe diameters of 24 inches or less.

- 3) Use flat gaskets meeting the requirements of ASTM D-1056, designation 2C2 or 2B3. In placing flat gaskets on pipe prior to placing the coupling band, do not stretch the gasket more than 15% of its original circumference. Use circular gaskets meeting the requirements of ASTM C-361. Do not stretch the circular gasket more than 20% of its original circumference in placing the gasket on pipe. Use preformed plastic gasket material meeting the composition requirements of FDOT 942-2.2.
- 4) Apply an approved vegetable soap lubricant, as specified for concrete pipe in Subarticle 430-G.1.
- c. Alternate Joint: In lieu of the above-specified combination of locking bands and flat gaskets, Contractor may make field joints for these pipe installations by the following combinations:
 - 1) Use the metal bands as specified in Article 9 of AASHTO M 36M that are at least 10 1/2 inches wide and consist of a flat central section with a corrugated section near each end, designed to match the annular corrugation in the pipe with which they are to be used. Connect the bands in a manner approved by Engineer, with a suitable fastening device such as the use of two galvanized 1/2 inch diameter bolts through a galvanized bar and galvanized strap, suitably welded to the band. Use a strap that is the same gage as the band.
 - 2) Where helically corrugated pipe is to be jointed by this alternate combination, ensure that at least the last two corrugations of each pipe section are annular, and designed such that the band will engage each pipe end with the next-to-outside annular corrugation.
 - 3) For these bands, use a rubber gasket with a circular cross-section of the "O-ring" type conforming to ASTM C-361. Use gaskets having the following cross-sectional diameter for the given size of pipe:

<u>Pipe Size</u>	<u>Gasket Diameter</u>
12 inches through 36 inches (with 1/2 inch depth corrugations)	13/16 inch
42 inches through 96 inches (with 1/2 inch depth corrugations)	7/8 inch
36 inches through 120 inches (with 1 inch depth corrugations)	1 3/8 inches

- 4) Use preformed gasket material to seal the overlapping area on the coupling band between gaskets.
- 5) Use channel band couplers in helical pipe with ends which have been reformed and flanged specifically

to receive these bands. Use channel band couplers that are of a two piece design, are fabricated from galvanized steel stock conforming to AASHTO M 36, have 2 by 2 by 3/16 inch angles fastened to the band ends to allow for proper tightening, and meet the following:

<u>Band Thickness</u>	<u>Pipe Wall Thickness</u>
0.079 inch	0.109 inch or lighter
0.109 inch	0.138 inch or heavier
3/4 inch wide	0.109 inch or lighter
1 inch wide	0.138 inch or heavier

- 6) Furnish two 1/2 inch diameter connection bolts with each band, that conform to ASTM A-307, Grade A and are electroplated in accordance with ASTM B-633.
- 7) Use a gasket with the joint that is a hydrocarbon blend of butyl rubber meeting the chemical composition and physical properties of FDOT 942-2.2. Use a 3/8 by 3/4 inch gasket for pipe fabricated from 0.109 inch or lighter material and a 3/8 by 1 inch gasket for pipe fabricated from 0.138 inch and heavier material.
- 8) Contractor may use a flange band coupler without the gasket for all applications other than side drain, storm and cross drain, and gutter drain.
- 9) Do not use the flange band coupler to join dissimilar types of pipe.
- 10) Contractor may join reformed flanged helical pipe to existing annular or reformed pipe having annular ends. On non-gasketed installations, use either an annular band or an alternate joint described in Subarticle 430-H.1.c. On gasketed installations, use an annular band, minimum of five corrugations in width, in conjunction with two O-ring gaskets as specified in Subarticle 430-H.1.c. Use mastic material to seal the area of band overlap.
- 11) The minimum joint performance standards specified in Subarticle 430-D.1 applies.
2. Laying and Shape Requirements for Corrugated Metal Pipe: Install pipe using either a trench or open ditch procedure.
 - a. Check pipe shape regularly during backfilling to verify acceptability of the construction method used. Pipe deflected 5% or more of the certified actual mean diameter of the pipe shall be replaced at no cost to the Department. Deflection measurements are taken at the point of smallest diameter on the corrugations.
- I. Specific Requirements for Corrugated Polyethylene Pipe and Polyvinyl Chloride (PVC) Pipe.
 1. Field Joints: Use gasketed joints to seal side drain, and storm and cross drain. Use gaskets meeting the requirements of FDOT Section 449. Ensure that the pipe manufacturer provides a joint design approved by Engineer before use.
 2. Installation Requirements Including Trenching, Foundation and Backfilling Operations: Check structure

shape regularly during backfilling to verify acceptability of the construction method used.

3. Pipe deflected 5% or more of the certified actual mean diameter of the pipe shall be replaced at no cost to the Department.

J. Desilting Pipe Culverts, Box Culverts, and Inlet Structures.

1. Description. Completely remove and dispose of silt, debris, vegetation, soil, rock, and any type of blockage inside existing pipe culvert(s), box culvert(s) or inlet structure(s) specified in the Contract Documents or directed by Engineer.

2. General.

- a. Access to the pipe or box culvert may require temporary removal of fence, signs, guardrail, grates or manhole covers.
- b. Clean the existing pipe or box culvert by completely removing all of the silt, debris, vegetation, soil, rock, and any type of blockage to restore the hydraulic conveyance design capacity of the pipe or box culvert.
- c. Clean the existing inlet structure by completely removing all of the silt, debris, vegetation, soil, rock, and any type of blockage.
- d. Perform desilting operations in a manner not to damage the pipe culverts, box culverts, and inlet structures or surrounding area.
- e. Meet the requirements of Federal, State and local environmental standards and laws when performing all activities.
- f. Meet the requirements of Article 104 of these Specifications (Prevention, Control, and Abatement of Erosion and Water Pollution).
- g. Identify and report to Engineer necessary repairs to the pipes or box culverts and structures exposed during the desilting operation.
- h. Pipe or Box Culverts:
 - 1) Replace according to Department standards at the completion of the desilting operation or each day, as appropriate for safety.
 - 2) Align infall and outfall ditches 50 feet from the pipe or box culvert to meet the existing line and grade. If the Right-of-Way line is less than 50 feet from the pipe or box culvert, align infall and outfall ditches to the Right-of-Way line. Grade and sod any disturbed areas caused by the desilting operation.
 - 3) Dispose of all silt and debris removed in the desilting operations in areas meeting Federal, State and local rules and regulations.
 - 4) Repair or replace damage to turf, pavement, signs or structures, etc. due to negligence to the satisfaction of Engineer at no additional cost to the Department. Complete repairs prior to submission of the invoice for work accomplished.

3. Inspection.

- a. When directed by Engineer, de-water the pipe or box culvert to facilitate inspection.

- b. Re-clean culverts and structures determined to be unacceptable by Engineer within the time directed at no additional cost to the Department.

K. Method of Measurement.

1. General:

- a. The quantity to be paid for will be the number completed pursuant to these specifications that is measured and accepted by Engineer.
- b. Only items of work required by this Article that have a Contract Unit Price will be measured by Engineer for payment. All other work described in this Article that is required by the Contract Documents but does not have a Contract Unit Price is considered incidental to the Work and its costs are included among the various scheduled items of the Contract.

2. New Pipe: The quantities of storm and cross drain pipe, storm drain trench, side drain pipe and gutter drain pipe to be paid for will be quantity, measured in place and accepted by Engineer. The quantity of pipe will be measured from the inside wall of the structure, along the centerline of the pipe.

3. Mitered End Section: The quantity to be paid for will be the number completed and accepted.

4. Desilting Pipe Culverts, Box Culverts, and Inlet Structures:

a. General:

- 1) The cost of temporary removal and subsequent replacement of fence, signs, guardrail, grates or manhole covers will be included in the contract unit price for the related item.
- 2) Infall and outfall ditch alignment, grading and sodding will be included in the contract unit price of the related item.
- 3) Pipes or structures that are impacted by the Work must be cleaned at no cost to the County and will not be measured for payment.

- b. Desilting Pipe Culverts: The quantities for payment will be the length in feet of existing pipe desilted and accepted by Engineer.

- c. Desilting Box Culverts: The quantities for payment will be the volume in cubic yard of material removed from the existing box culvert as measured and accepted by Engineer.

- d. Desilting Structures: The quantities for payment will be the number of existing Inlet Structures desilted and cleaned as counted and accepted by Engineer.

L. Basis of Payment.

1. General:

- a. Prices and payments will be full compensation for all work specified in this Article including:

- 1) All excavation except the volume included in the items for the grading work on the Project, and except for other items specified for separate

payment in Article 120 (Earthwork And Related Operations) of these Specifications;

- 2) All backfilling material and compaction; disposal of surplus material; and
 - 3) All clearing and grubbing outside of the required limits of clearing and grubbing as shown in the Plans.
2. Removing Existing Pipe: When existing pipe is removed and replaced with new pipe approximately at the same location, the cost of excavating and removing the old pipe and of its disposal will be included in the Contract unit price for clearing and grubbing.
3. Site Restoration: The cost of completely restoring the areas of the Project Site that is disturbed for the purpose of constructing pipe culvert is included in the Contract unit price for the pipe culvert, unless designated specifically to be paid for under other items.
4. Plugging Pipes:
- a. The cost of temporarily plugging a pipe culvert, either proposed or existing, will be incidental to the contract unit price for new pipe culvert.
 - b. The cost of filling and/or plugging an existing pipe culvert that is to be permanently placed out of service will be paid for at the contract unit price for filling and plugging pipe, per cubic yard. Price and payment will be full compensation for flowable fill, masonry, concrete, mortar, and all labor and materials necessary to complete the work.
5. Desilting Pipe Culverts, Box Culverts, and Drainage Structures: Price and payment will be full compensation for furnishing all equipment, tools, labor, removal and disposal of silt, debris, vegetation, soil, rock, and any type of blockage, de-watering, erosion and water pollution control, clean up and all incidentals necessary for the satisfactory performance of the work.
6. Flared End Sections: Price and payment will be full compensation for all work and materials required.
7. Mitered End Sections: Price and payment will be full compensation for all pipe, grates when required, fasteners, reinforcing, connectors, anchors, concrete, sealants, jackets and coupling bands, and all work required.
8. Railroad Requirements:
- a. Where pipe culvert is constructed under railroad tracks, the Contract unit price for the pipe culvert will include the costs of any jacking operations and the operation of placing the pipe by use of a tunnel liner, (except as specified for unanticipated tunnel liner, in Subarticle 430-F.5, where reimbursement is to be made for such unanticipated liner), and all other work necessary to meet the requirements of the railroad company, excluding the costs of watchman or flagman services provided by the railroad company, except as provided below.
 - b. The Department will reimburse Contractor for the actual costs of any trestle bridge work which is performed by the railroad's forces, as billed to him by the railroad, less the value of any salvage materials derived there from, whether such salvage materials are retained by

the railroad company or by Contractor. When the work of shoring and bracing is to be performed by the railroad, such fact will be stipulated in the Contract Documents and Contractor will be required to pay to the railroad the amount of such costs, which amount will be reimbursed to him by the Department. The Contract unit price for the pipe culvert shall include the costs of all other work of shoring and bracing.

9. Payment Items:

- a. Payment will be made under the items below having an awarded Contract Unit Price.

Item No.	Description	Unit
430-171-115	Pipe Culvert 15" Diameter (Round)	LF
430-171-118	Pipe Culvert - 18" Diameter (Round)	LF
430-171-124	Pipe Culvert - 24" Diameter (Round)	LF
430-94-1-1	Desilting Pipe, 0 - 48"	LF
430-95-2	Desilting Drainage Structure	EA

443 FRENCH DRAINS

A. Description.

1. Construct french drains, utilizing one of the authorized types of pipes listed below, with coarse aggregate, and plastic filter fabric (geotextile). Construct in accordance with FDOT Design Standards, Index No. 285 as modified by or otherwise specified in the Contract Documents.

B. Materials.

1. Pipe: Unless a particular type is specified in the Contract Documents, pipe furnished may be any of the following types:
 - a. Concrete Pipe (Bell & Spigot): Slotted or perforated concrete pipe may be used.
 - 1) Meet the requirements of FDOT 449 for concrete pipe. Use the class of pipe specified on the FDOT Design Standards, Index No. 205. Do not use gaskets. Fully insert the spigot in the bell, and bring home. Conform to FDOT Design Standards, Index No. 285 for slotted pipe. Use perforated pipe having perforations equally located 360 degrees around the pipe.
 - 2) Furnish pipe having not less than 30 round perforations, 3/8 inch each, per square foot of inside pipe surface. Extend perforations to within 6 inches of the bell or spigot area. The Engineer will permit other perforations not less than 5/16 inch nor more than 3/8 inch in the least dimension if they provide an opening area not less than 3.31 in²/ft² of pipe surface.
 - b. Corrugated Aluminum Alloy Culvert Perforated Pipe:

- 1) Meet the requirements of FDOT 945. Use perforated pipe having perforations equally located 360 degrees around the pipe. Locate perforations either on the inside crests or on the neutral axis of all corrugations except that perforations are not required within 4 inches of each end of each length of pipe or in a corrugation where seams are located.
- 2) Furnish pipe having not less than 30 round perforations, 3/8 inch each, per square foot of pipe surface. The Engineer will permit other perforations not less than 5/16 inch nor more than 3/8 inch in the least dimension if they provide an opening area not less than 3.31 in²/ft² of pipe surface.
- c. Corrugated Steel Perforated Pipe: Meet the requirements of FDOT 943. Space the perforations and meet the requirements as specified in b. 2) above.
- d. Bituminous Coated Corrugated Steel Perforated Pipe: Meet the requirements of FDOT 943. Space the perforations and meet the requirements as specified in b. 2) above. Place the perforations prior to the bituminous coating. The Engineer will accept the minimum opening of not less than 3.31 in²/ft² of pipe if 50% of the opening area is maintained after coating.
- e. Corrugated Polyethylene Pipe:
 - 1) Meet the requirements of FDOT 948-2.3 except that Class I corrugated Polyethylene Pipe may only be used on local roads (non-arterial or non-collector).
 - 2) Space the perforations and meet the requirements as specified in b. 2) above.
- f. Polyvinyl Chloride (PVC) Pipe: Meet the requirements of FDOT 948-1.7. Space the perforations and meet the requirements as specified in b. 2) above.
2. Coarse Aggregate: No. 4 limestone aggregate meeting the requirements of FDOT 901. Aggregates must be an approved product from an approved source listed on the current FDOT Approved Aggregate Products from Mines or Terminals Listings.
3. Select Fill: Use select fill meeting the requirements of either FDOT 911, 913, 913A or 915.

C. Excavating Trench.

1. Excavate the trench in accordance with the Contract specifications for Earthwork and Related Operations (hereinafter referred to as Earthwork specifications) unless specific trench excavation procedures are described in the Plans.
2. Carefully excavate the trench to such depths as required to permit the filter fabric, coarse aggregate and the pipe to be placed in accordance with the details shown on the Plans.

D. Laying Pipe.

1. Lay all pipe conforming with the lines and grades specified in the plans and in accordance with these Specifications. Unless otherwise specified in the Plans or directed by the Engineer, set the pipe with a minimum cover of 30 inches in paved areas (24 inches for non-paved areas) and a maximum cover of 66 inches.

E. Placing Coarse Aggregate and Backfilling.

1. After placing the pipe and without disturbing the pipe, carefully place the coarse aggregate around the pipe to a depth shown in the plans. Fold the filter fabric over the coarse aggregate. Backfill and compact as described below.
 - a. French Drains Under Pavement: Fill the area above the coarse aggregate with select fill material meeting the requirements of this Section. Place and compact the select fill according to the requirements for pipe as specified in the Earthwork specifications. The Department will allow use of additional coarse aggregate over the top of the pipe instead of select fill material. In this case, the filter fabric shall be extended to wrap the additional coarse aggregate. The top of the coarse aggregate shall not be higher than the bottom of the base, unless shown in the plans. The Department will not pay additional costs associated with substituting coarse aggregate for select fill.
 - b. French Drains not Under Pavement: Fill and compact the area above the coarse aggregate according to the requirements for pipe in the Earthwork specifications, unless specific procedures are described in the Plans as specified in the Earthwork specifications.

F. Method of Measurement.

1. Quantity of french drains to be paid for under this Article shall be the length in linear feet completed in accordance with Plans and specifications; measured in place and accepted by the Engineer subject to the following conditions:
 - a. French drain lengths having a depth of trench less than 10 feet below land surface (BLS) will not be accepted for payment by the Engineer.
 - b. For french drains with specified depth of trench of 15 feet BLS or greater, any length not meeting the specified depth for reasons approved by the Engineer will have the payment quantity calculated as:
 - 1) Quantity for Payment (LF) = Quantity Measured by the Engineer (LF) x Engineer Approved Depth Rounded to the Lowest Whole Foot (ft) / Specified Depth (ft)

G. Basis of Payment.

1. The quantities determined as provided above will be paid for at the Contract unit price for french drains. Such prices and payments will be full compensation for all work, labor, equipment and material necessary for construction of the french drains as specified in these Contract Documents including excavation, sheeting or shoring if required, the disposal of surplus material, providing plastic filter fabric, pipe, coarse aggregate, select backfill, tamping, and final dressing.
2. Price and payment shall also include all clearing and grubbing; and pavement, sidewalk, curb, and gutter restoration unless these items are specifically provided for under separate payment items in this Contract.
3. Payment will be made under:

Item No.	Description	Unit
443-70-3-2	French Drain (18" diameter perforated pipe; trench depth 10 ft. BLS)	LF
443-70-4-2	French Drain (24" diameter pipe, trench depth 10 ft bls)	LF

514 GEOTEXTILES (REV. 11-04-11)

A. Description.

1. Install a geotextile (plastic filter) fabric.

B. Material.

1. Meet the plastic filter fabric requirements as specified in FDOT 985.
2. Geotextile used in the Drainage class (type D-3) applications listed in FDOT Design Standards Index 199 shall be woven monofilament geotextiles only. No Slit Film geotextiles are allowed.

C. Construction Methods.

1. General:

- a. Place the fabric in the manner and locations as shown on the construction drawings, in accordance with the manufacturer's directions, and as specified in these Specifications.
- b. Place the fabric on areas with a uniform slope that are reasonably smooth, free from mounds and windrows, and free of any debris or projections which might damage the fabric.
- c. Loosely lay the material. Do not stretch the material.
- d. Replace or repair any fabric damaged or displaced before or during placement of overlying layers to the satisfaction of the Engineer and at no expense to the Department.
- e. When overlapping is necessary, the Contractor may sew the seams to reduce overlaps as specified in FDOT 985-3.
- f. Schedule work so that covering the fabric with the specified material does not exceed the manufacturer's recommendations for exposure to ultraviolet light or five days, whichever is less. If the Engineer determines the exposure time was exceeded, the Contractor shall replace the fabric at no expense to the Department.

2. Subsurface Drainage: When indicated in the plans, place the fabric with the long dimension parallel to the trench. Place the fabric to provide a minimum 12 inch overlap for each joint. Do not drop the filter material from heights greater than 3 feet.

3. Stabilization and Reinforcement: Overlap adjacent strips of fabric a minimum of 2 feet.

4. Riprap Filter:

- a. Overlap adjacent strips of fabric a minimum of 24 inches, and anchor them with securing pins (as recommended by the manufacturer) inserted through both strips of fabric along a line through the midpoint of the overlap and to the extent necessary to prevent displacement of the fabric.
- b. Place the fabric so that the upstream (upper) strip of fabric overlaps the downstream (lower) strip.

- c. Stagger vertical laps a minimum of 5 feet. Use full rolls of fabric whenever possible in order to reduce the number of vertical laps.
- d. Do not drop bedding stone or riprap from heights greater than 3 feet onto the fabric.

D. Method of Measurement.

1. No separate payment for furnishing and placing the geotextile fabric is contained in the Contract Documents.

E. Basis of Payment.

1. All costs for the work specified herein, including furnishing, placing, and sewing or overlapping the fabric is included in the Contract price for the item or items to which the geotextile fabric is incidental.

519 DRIVEWAY PAVEMENT (REV. 08-23-12)

A. Description

1. Pursuant to the Contract Documents or as otherwise directed by the Engineer:

- a. Construct new asphalt concrete driveway approaches on public right-of-way.
- b. Restore existing asphalt or cement concrete driveways and approaches that have been authorized to be disturbed by the performance of the Work; and provide all other required labor, material and equipment necessary for complete restoration of the disturbed area.

B. Materials

1. Meet the following requirements:

Limerock	FDOT Section 911
Concrete	FDOT Section 350; Class I (Pavement)
Hot Mix Asphalt (HMA)	Per Article 334 of these Specifications
Joint Seal	FDOT Section 932

C. Preparation and Construction

1. General:

- a. Conform to applicable surface slope requirements of FDOT Index No. 304.
- b. Meet all applicable requirements of the Miami-Dade County Public Works Manual.
- c. Perform any required clearing and grubbing under Article 110 of these Specifications.
- d. Remove or add any additional subgrade material necessary to meet final surface elevation requirements after construction of a new limerock base and pavement of the thicknesses specified below.
- e. Provide a new six inch limerock base; or greater if needed to match existing. Build up in layers not to

exceed three inches and compact each layer to obtain a minimum density of 98% of modified Proctor maximum density as determined by FM 1-T 180, Method D.

- f. Maintain the area of excavation in a safe condition and level with the surrounding pavement until work is complete.
 - g. Furnish and place all materials; construct all forms, joints, bracing, expansion joint materials, and accessories; apply required surface finishes; and all required clearing and grubbing, excavation and backfilling.
 - h. Remove all remaining excess material, dirt, and other debris from the roadways immediately after all construction or restoration of pavement under this Article has been completed.
2. Cement Concrete Pavement:
 - a. Concrete pavement for driveways, driveway aprons and sidewalk across driveways must be a minimum thickness of six inches. Materials and construction must conform to the requirements of FDOT Section 350.
 - b. Form a ½ inch expansion joint between the sidewalk and the driveway or at fixed objects and driveway intersections.
 - c. Finish surface of concrete to match existing pavement.
 3. Asphalt Concrete Pavement:
 - a. Construct a minimum one inch thick HMA pavement layer (Type SP-9.5) meeting the material and construction requirements of Article 334 of these Specifications.
 4. Additional Requirements for Restoration of Pavement:
 - a. Full-depth saw cut a smooth, straight, neat and square line along the entire width of damaged pavement that is to be restored. Immediately dispose of all excess debris properly.
 - b. Restore sidewalks across driveways, cut or damaged by construction, in full sections concrete curb or gutter to the existing height and cross section in full sections or lengths between joints.

D. Method of Measurement

1. The quantity to be paid for will be the area, in square yards, of approved driveway pavement constructed or restored in accordance with this Article, as measured and accepted by the Engineer.

E. Basis of Payment

1. Price and payment will be full compensation for all work and materials specified in this Article.
2. Payment will be made at the Contract unit prices for the quantities completed, measured, and accepted by the Engineer under the following item(s) as applicable:

3. Payment will be made under:

Item No.	Description	Unit
334-2-13-1A	Driveway Pavement - Asphalt	S.Y.
350-1-1A	Driveway Pavement - Concrete	S.Y.

520 CONCRETE GUTTER, CURB ELEMENTS, AND TRAFFIC SEPARATOR (SECTION 520)

A. Page 583, Article 520-1, Description: Is expanded to include the following:

1. The work specified under this section includes any type of curb and /or gutter in accordance with FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System 2008 and the Public Works Manual of Metropolitan Dade County (Standard Road Details R.14.1 and R.14.2) curb with or without gutter, driveway curbs, Type "C" median curb and Type "A" median curb, including the necessary preparation and compaction of the subgrade in both cut and fill areas, as well as backfilling, grading, excavation and final dressing required as directed by the Engineer.

B. Page 583, Article 520-2, Materials: Is amended as follows:

1. Class I Concrete shall have a minimum compressive strength of 3,000 p.s.i. at 28 days.

C. Page 591 Article 520-12, Basis of Payment: Is deleted in its entirety and replaced with the following:

1. The quantity of curb or curb and gutter shall be paid for at the Contract unit price for the quantities completed and accepted by the Engineer and does not include ramp and sidewalk curb. Such price and payment shall be full compensation for all work specified under this Section, including the necessary preparation, limerock or suitable material and compaction of the subgrade in both, cut and fill areas, as well as backfilling, grading, excavation and final dressing required as directed by the Engineer.

2. Payment will be made at the Contract unit prices for the quantities completed and accepted by the Engineer under the following item(s) as applicable:

Item No.	Description	Unit
520-1-10	Concrete Curb and Gutter (Type F) (6" Curb, 18" Gutter) (Includes cost of limerock base and subgrade)	LF

522 CONCRETE SIDEWALK (SECTION 522)

A. Page 589, Article 522-1, Description: Is expanded to include the following:

1. The work specified under this Section consists of the forming, furnishing, placement, and finishing of concrete

for the construction of concrete sidewalks, pedestrian ramps and sidewalk curbs (back of sidewalk) utilizing Class I Concrete. The width, thickness and type shall be as shown and noted in the Plans. All work will be in accordance with this Section except as modified herein.

B. Page 589, Article 522-2, Materials; is amended as follows:

1. Class I Concrete shall have a minimum compressive strength of 3,000 p.s.i. at 28 days.

C. Page 591 Article 522-9, Method of Measurement; is expanded to include the following:

1. The quantity to be paid for under this Article shall be the area in square yards of concrete sidewalk and pedestrian ramps, measured in place, complete and accepted. Measurement shall be the final dimensions measured along the surface of the completed work within the neat lines shown on the Plans or designated by the Engineer. No deduction will be made for the area occupied by trees left within the area of sidewalks or for any area occupied by manholes, inlets or other drainage or public utility appurtenances within the sidewalk area.

D. Page 591 Article 522-10, Basis of Payment; is deleted in its entirety and replaced with the following:

1. The quantity, determined as provided above, shall be paid for at the Contract unit price for the quantities completed and accepted by the Engineer. Such price and payment shall be full compensation for all work specified under this Section.
2. When curb and gutter is required for the construction of pedestrian ramps and no specific pay item has been included for the construction of the curb and gutter, such payment shall be included in the pay item for Sidewalk (including pedestrian ramps and sidewalk curbs).
3. No separate payment shall be made for the removal of forms or the filling of excavated area left by removal of forms. Contractor shall be responsible for any vandalized sidewalk until it is finally accepted by the Engineer.
4. Payment will be made at the Contract unit prices for the quantities completed and accepted by the Engineer under the following item(s) as applicable:

Item No.	Description	Unit
522-1(1)	CONCRETE SIDEWALK (4" Thick, 3000 p.s.i. Concrete at 28 Days) (Includes the cost of Pedestrian Ramps and Sidewalk Curbs)	S.Y.
522-2	Concrete Sidewalk (6" thick)(3000 P.S.I.)(Including pedestrian ramps and sidewalk curbs)	S.Y.

1. Establish a stand of grass within the specified areas, by furnishing and placing sod, and rolling, watering, and maintaining the sodded areas to ensure a healthy stand of grass.

B. Materials. Meet the following requirements:

1. Sod FDOT 981-2
2. Water FDOT Section 983

C. Construction Methods.

1. Preparation of Ground: Scarify or loosen the areas requiring sod to a depth of 6 inches. On areas where the soil is sufficiently loose, particularly on shoulders and fill slopes, the Engineer may authorize the elimination of the ground preparation. Limit preparation to those areas that can be sodded within 72 hours after preparation. Prior to sodding, thoroughly water areas and allow water to percolate into the soil. Allow surface moisture to dry before sodding to prevent a muddy soil condition.
2. Placing Sod: Place sod immediately after ground preparation. Do not use sod which has been cut for more than 72 hours. Stack all sod that is not planted within 24 hours after cutting and maintain proper moist condition.
 - a. Do not sod when weather and soil conditions are unsuitable for proper results. Pre-wet the area prior to placing sod. Do not place sod on eroded or washed out sites.
 - b. Place the sod on the prepared surface, with edges in close contact, and embed it firmly and smoothly by light tamping with appropriate tools.
 - c. Place the sod to the edge of all the paving and shrub areas and 1 inch below adjoining pavement with an even surface and edge. Place rolled sod parallel with the roadway and cut any exposed netting even with the sod edge.
 - d. Roll using a lightweight turf roller. Provide a true and even surface without any displacement of the sod or deformation.
 - e. Where sodding in drainage ditches, stagger the setting of the sod pieces to avoid a continuous seam along the line of flow. Ensure that the offsets of individual strips do not exceed 6 inches. Tamp the outer pieces of sod to produce a featheredge effect.
 - f. Peg sod at locations where the sod may slide. Drive pegs through sod blocks into firm earth, at intervals approved by the Engineer.
 - g. Remove any sod as directed by the Engineer.
3. Watering: Thoroughly water the sod immediately after placing. Do not water in excess of 1 inch per week for establishment. The contractor shall water and maintain newly sodded areas as needed and adhere to the following minimum frequencies until final acceptance of the Project by the County unless otherwise approved by the Engineer:
 - a. Minimum Watering Schedule (3/4" to 1" per watering)
 - 1) Every day for the first 14 days after placement, followed by

575 SODDING

A. Description.

- 2) Three times per week for next 14 days, followed by
- 3) Two times per week until final acceptance of the project.

b. Mowing Schedule

- 1) Minimum bi-weekly after established, and
- 2) Immediately prior to final acceptance.

D. Maintenance.

1. Maintain the sodded areas in a satisfactory condition until final acceptance of the project. Include in such maintenance the filling, leveling, and repairing of any washed or eroded areas, as may be necessary. The Department will pay for resodding necessary due to factors determined by the Engineer to be beyond the control of the Contractor.
2. Monitor placed sod for growth of pest plants and noxious weeds. If pest plants and/or noxious weeds manifest themselves within 30 days of placement of the sod, treat affected areas by means acceptable to the Department at no expense to the Department. If pest plants and/or noxious weeds manifest themselves after 30 days from date of placement of sod, the Engineer, at his sole option, will determine if treatment is required and whether or not the Contractor will be compensated for such treatment. If compensation is provided, payment approved by the Engineer will be made as unforeseeable work.
3. Maintenance of sodded areas is required for no less than thirty (30) days after placement or until the sodded area is determined to be established and satisfactory by the Engineer, whichever is greater.

E. Method of Measurement.

1. The quantities to be paid for will be the area of sodding measured and accepted by the Engineer.
2. Measurement for payment shall include only areas of sodding that have established a satisfactory root system (i.e. leaf blades break before sod can be pulled from the soil by hand).

F. Basis of Payment.

1. Prices and payments for Sodding will be full compensation for all work, water, and materials required to perform the work as specified in this Article, the satisfactory disposal of excavated material, and the furnishing and application of the water.
2. The costs for watering, mowing, and maintaining the sod in a moist condition for a period of at least two weeks, shall be included in the Contract unit price for Sodding.
3. Payment will be made under:

Item No.	Description	Unit
575-2A	SODDING-St Augustine, or match existing, includes watering and maintenance. Contingent item based on field conditions, may be increased, or decreased by the engineer.	SY

575 RELOCATION OF TREES OR PALMS; AND PROTECTION OF EXISTING LANDSCAPE

A. Relocation of trees or palms

1. General

- a. Work consists of relocating trees and/or palms within the existing right of way, within a one (1) mile radius, in locations indicated in the drawings or as directed by the Engineer. Where drainage work is required, minor adjustments to the system may be necessary to minimize relocations.
- b. The Contractor shall be cognizant of and comply with the Miami-Dade County Ordinance regulating the removal and/or relocation of all trees. Permits required for tree removal and/or relocation shall be the responsibility of the Contractor.

2. Material

- a. Water: provide water by a method approved by the Engineer meeting the requirements of FDOT Section 983.
- b. Backfill Material: the existing material excavated from the planting pit is to be used as backfill.

3. Pruning

- a. Trees
 - 1) Prior to root pruning, prune tree canopy to ISA Standards and conform to ANSI A300. The extent of pruning shall be the minimum needed to reduce shock resulting from severing of roots.
 - 2) No more than 30 percent of total canopy branches greater than one inch in diameter may be removed. Interior sucker growth and dead wood shall be removed first, followed by selective pruning of branches and limbs. Limbs that run through the tree crown shall be removed before other limbs are removed. Pruning shall not destroy the form of the tree. All cuts shall be made outside of the branch collar.
 - 3) Trees shall be root pruned six (6) weeks prior to relocation. No backhoes or trenchers shall be used in the process. Backfill trench within 24 hours after root pruning with coarse sand.
 - 4) Where required by the Engineer or the designated County arborist, brace and guy the root pruned tree to support and maintain the tree in a stable vertical position until relocation.

4. Replanting

- a. Trees
 - 1) The planting pit shall be a minimum of 24" wider than the diameter of the rootball unless otherwise directed by the Engineer. The depth of the pit shall be adjusted so that the top of the rootball will be at the same elevation or slightly above the existing ground level. All plants shall be centered in the hole. Trees shall be watered in during the planting process to eliminate air pockets in the backfill.

- 2) Size of the trees will be the trunk diameter measured at breast height (54 inches above grade).
- 3) All trees are to be fertilized at the time of planting with Atlantic Florida East Coast Fertilizer Mixture (No. 5231) 12-06-08 slow-release fertilizer or approved equal. This fertilizer is to be spread evenly over the top of the planting pit after backfilling. The application rate is 2 lbs/tree.

b. Palms

- 1) The planting pit shall be a minimum of 24" wider than the diameter of the rootball unless otherwise directed by the Engineer. The depth of the pit shall be adjusted so that the top of the rootball will be at the same elevation or slightly above the existing ground level. All plants shall be centered in the hole. Burlap is to be untied and pulled away from the top of the ball, unless specified in writing by the Engineer. Plants are to be watered-in during the planting process to eliminate all air pockets in the backfill material.
- 2) Size of the palm will be determined by measuring ground level to the topmost portion of the palm.
- 3) All palms are to be fertilized at time of planting with Atlantic Florida East Coast Fertilizer Mixture 08-04-12 slow-release improved palm special fertilizer or equal. This fertilizer is to be spread evenly over the top of the planting pit after backfilling. The application rate of 3 lbs/palm.

5. Mulching:

- a. A planting saucer will be established, the same size as the diameter of the planting pit and the rim shall be no higher than 4 inches. The mulch is to be Forestry Research Products Florimulch (Melaleuca mulch) free of viable seed and burrowing nematodes and certified by the Florida Department of Agriculture, or equal, and is to be spread evenly inside the saucer to a depth of 3 inches.
- b. Remove saucer prior to Project completion or as directed by the Engineer.

6. Staking and Guying:

- a. This work shall be performed in accordance with the standard planting detail for trees and/or palms.
- b. Palms shall be staked using the Arborlock Staking System or equal (with the approval of County representative).
- c. Trees shall be guyed using Arbor Tie (a flat woven polypropylene material with 900 lbs. Break strength) manufactured by Deep Root Partners, L.P., or equal.
- d. Six (6) month after planting, the Contractor shall return to the site and remove all materials used for staking and guying. At the discretion of the Engineer, the period for staking and guying may be extended beyond six (6) months but for no longer than one (1) year.

7. Watering Schedule:

- a. After replanting trees and palms, they are to be watered as follows:
 - 1) for the first 4 weeks 3 times/week

- 2) for the second 4 weeks 2 times/week
- 3) for the third 4 weeks 1 time/week

b. Application Rate:

- 1) Trees and slender trunk palms 6 gal/watering
- 2) Moderate and heavy trunk palms 10 gal/watering

8. Guarantee of Relocated Trees and Palms

- a. All trees and palms that are relocated shall be guaranteed for a period of one year after relocation.

B. Protection of Existing Landscaping

1. Description:

- a. Install tree protection barricades when called for in the Contract Documents or by the Engineer to protect existing trees and landscape from damage during project construction. Place barricades, as directed by the Engineer, at the drip line of the landscape foliage or as far from the base of the tree trunk as possible. Barricades shall consist of Heavy-Duty Construction (Orange) Barrier Fence (Minimum 4-feet high) attached to 2-inch by 4-inch by 6-foot long vertical wooden posts per FDOT Index No. 544 except that 2-inch by 4-inch horizontal wooden top bars with a maximum 8-foot spacing between posts shall be used. Barricades shall be able to withstand bumps by heavy equipment and trucks. Maintain barricades in good condition.
- b. All trees, shrubbery, and landscaping (on the R/W or adjacent property) irreparably damaged or destroyed by the Contractor during construction, as determined by the Engineer, shall be replaced by and at the Contractor's expense. Trees and shrubbery shall be replaced with like-sized plants; except for trees or shrubs removed pursuant to the requirements of the Contract Documents or at the specific direction of the Engineer. Replacement plant size shall be determined by calculating the total diameter at breast height (DBH) of affected trees, palms, and/or shrubbery, or the total averaged height of affected trees, palms, and/or shrubs. All replacement material must be Florida #1 Grade or better.

C. Method of Measurement:

1. The quantity to be paid for relocation of trees or palms will be the quantities measured, completed and accepted by the Engineer, under the items shown in the Contract Document.
2. The quantity to be paid for protection of existing landscape will be the quantity in linear feet of barricade, completed and accepted, measured by the Engineer.

D. Basis of Payment:

1. Price and payment shall be full compensation for all work specified in this Section inclusive of all labor, material, and equipment necessary for the proper relocation of trees or palms and protection of existing landscape as required by the Contract Documents.

2. Payment will be under:

Item No.	Description	Unit
580-3	Tree protection barricades	LF

706 RAISED RETRO-REFLECTIVE PAVEMENT MARKERS AND BITUMINOUS ADHESIVE (REV. 05-02-12)

A. Description.

1. Place raised Retro-Reflective Pavement Markers (RPMs) and adhesive, which upon installation produces a positive guidance system to supplement other reflective pavement markings.

B. Materials.

1. Use only Class B markers unless otherwise shown on the Plans.
2. Meet the requirements of FDOT Section 970.
3. Product Acceptance on the Project.
 - a. Use only reflective pavement markers and bituminous adhesive that are listed on the FDOT Qualified Products List.
 - b. Provide Engineer a producer's certification, conforming to the requirements of Article 1.04 (Controlling Materials) of the General Requirements to these Specifications, which confirms that each product meets the requirements of this Article.

C. Equipment.

1. Use equipment having either thermostatically controlled double boiler type units utilizing heat transfer oil or thermostatically controlled electric heating pots to install hot applied bituminous adhesive. Do not use direct flame melting units with flexible adhesives; however, this type of unit may be used with standard adhesive in accordance with manufacturer's recommendations. Use a melter/applicator unit suited for both melting and pumping the adhesive through heated applicator hoses.
2. Heat the adhesive to between 375 and 425°F and apply directly to the bonding surface from the melter/applicator by either pumping or pouring. Maintain the application temperature between 375 and 425°F. The adhesive may be reheated. Do not exceed the manufacturer's recommendations for pot life at application temperatures.

D. Application.

1. Apply RPMs to the bonding surface using bituminous adhesives only. Engineer will conduct field testing in accordance with Florida Method (FM) 5-566. Correct RPMs not applied in accordance with these requirements at no cost to the Department.
2. Prior to application of adhesive, clean the bonding surface to remove any material that would adversely affect the adhesive.
3. Apply the adhesive to the bonding surface, not the RPMs, so that 100% of the bonding area of the RPMs will be covered, in accordance with adhesive manufacturer's recommendations. Apply sufficient adhesive to ensure, that when the RPMs are pressed downward into the

adhesive, adhesive will be forced out around the entire perimeter of each RPM.

4. Immediately remove excess adhesive from the bonding surface and exposed surfaces of the RPMs. Soft rags moistened with mineral spirits meeting Federal Specifications TT-T-291 or kerosene may be used to remove adhesive from exposed faces of the RPMs. Do not use any other solvent. If any adhesive, pavement marking materials or other foreign matter adheres to the reflective face of the RPM, replace the RPM at no cost to the Department.
5. Install RPMs with the reflective face of the RPM perpendicular to a line parallel to the roadway centerline. Do not install RPMs over longitudinal or transverse joints of the bonding surface.
6. Ensure that all final RPMs are in place prior to opening the road to traffic.
7. If more than 2 percent of the RPMs fail in adhesion or alignment within the first 45 days under traffic, replace all failed RPMs at no expense to the Department. If more than 5 percent of the RPMs fail in adhesion and or alignment during the initial 45 day period, Engineer will extend the replacement period an additional 45 days from the date that all replacement RPMs have been installed. If, at the end of the additional 45 day period, more than 2 percent of all RPMs (initial installation and 45 day replacements combined) fail in adhesion or alignment, replace all failed RPMs at no expense to the Department.

E. Contractor's Responsibility for Notification.

1. Notify Engineer prior to the placement of RPMs. At the time of notification, indicate the manufacturer and the LOT numbers of RPMs and bituminous adhesive that are intended for use. Verify that the approved LOT numbers appear on the material packages. Furnish a test report to Engineer certifying that the materials meet all requirements specified.

F. Method of Measurement.

1. Unless otherwise specified herein, the quantities to be paid for will be the number of RPMs, furnished and installed, completed and accepted.

G. Basis of Payment.

1. Lump Sum Payment: When the pay item for Painted Pavement Markings (Final Surface) is included in the Contract, price and payment for RPMs is as stipulated in Article 710 of these Specifications. RPMs will not be measured or paid for separately.
2. Payment will be made under the item(s) below if provided in the Contract with awarded Contract unit price(s) for the completed quantities, measured and accepted by Engineer. Price and payment will be full compensation for all work specified in this Article.
3. Payment will be under:

Item	Description	Unit
706-1-12	Reflective Pavement Markers (class B, mono or bi-directional , all colors)	EA

711 THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS (REV. 05-02-12)

A. Description.

1. Apply new thermoplastic traffic stripes and markings, or refurbish existing thermoplastic traffic stripes and markings, in accordance with the Contract Documents.

B. Materials.

1. Thermoplastic: Use only thermoplastic materials listed on the FDOT Qualified Products List (QPL). Engineer may require random samples of all material. Use materials meeting the following requirements:

Initial or Recapped Stripes FDOT 971-1 and 971-5
and Markings:

Refurbishing Existing FDOT 971-1 and 971-5
Stripes and Markings:

Preformed Stripes and FDOT 971-1 and 971-6
Markings:

2. Glass Spheres: Use only glass spheres listed on the FDOT QPL, meeting the requirements of FDOT 971-1 and 971-2. Engineer may require random samples of all glass spheres in accordance with ASTM D 1214.
3. Sand: Use materials meeting the requirements of FDOT 971-5.4.

C. Equipment.

1. Use equipment capable of providing continuous uniform heating of striping materials to temperatures exceeding 390°F, mixing and agitation of the material reservoir to provide a homogeneous mixture without segregation. Use equipment that will maintain the striping material in a plastic state, in all mixing and conveying parts, including the line dispensing device until applied.
2. Use equipment which can produce varying width traffic stripes and which meets the following requirements:
 - a. Capable of traveling at a uniform, predetermined rate of speed, both uphill and downhill, in order to produce a uniform application of striping material and capable of following straight lines and making normal curves in a true arc.
 - b. Capable of applying glass spheres to the surface of the completed stripe by a double drop application for initial traffic striping and marking and a single drop application for recapping and refurbishing. The bead dispenser for the first bead drop shall be attached to the striping machine in such a manner that the beads are dispensed closely behind with the thermoplastic material. The second bead dispenser bead shall be attached to the striping machine in such a manner that the beads are dispensed immediately after the first bead drop application. Glass spheres dispensers shall be equipped with an automatic cut-off control that is synchronized with the cut-off of the thermoplastic material and applies the glass spheres in a manner such that the spheres appear uniform on the entire traffic stripes and markings surface with, 50 to 60 percent embedment.

- c. Equipped with a special kettle for uniformly heating and melting the striping material. The kettle must be equipped with an automatic temperature control device and material thermometer for positive temperature control and to prevent overheating or scorching of the thermoplastic material.
- d. Meet the requirements of the National Fire Protection Association, state, and local authorities.

D. Application.

1. General:

- a. Remove, by a method approved by Engineer, existing pavement markings such that scars or traces of removed markings will not conflict with new stripes and markings. Clean and dispose at an approved site all resulting debris. Use of paint to cover conflicting pavement markings is prohibited. Cost for removal of pavement markings is incidental to the work specified in this Article. Cost for removing conflicting pavement markings during maintenance of traffic operations to be included in Maintenance of Traffic.
- b. Remove any vegetation, soil, and other materials covering the pavement where the marking is to be applied.
- c. Before applying traffic stripes and markings remove, by a method approved by Engineer and consistent with manufacturer's specifications, any material that would adversely affect the bond of the traffic stripes. Before applying traffic stripes to any Portland cement concrete surface, apply a primer, sealer or surface preparation adhesive of the type recommended by the manufacturer. Offset longitudinal lines at least 2 inches from any longitudinal joints of Portland cement concrete pavement.
- d. Apply traffic stripes or markings only to dry surfaces, and when the ambient air and surface temperature is at least 50°F and rising for asphalt surfaces and 60°F and rising for concrete surfaces.
- e. Apply striping to the same tolerances in dimensions and in alignment specified under "Tolerances in Dimension and in Alignment" below. When applying traffic stripes and markings over existing markings, ensure that not more than 2 inches on either end and not more than 1 inch on either side of the existing line is visible.
- f. Apply thermoplastic material to the pavement either by spray, extrusion or other means approved by Engineer.
- g. Conduct field tests in accordance with Florida Method (FM) 5-541. Take test readings representative of the striping performance. Remove and replace traffic stripes and markings not meeting the requirements of this Article at no additional cost to the Department.
- h. Apply all final pavement markings prior to opening the road to traffic.
- i. Preformed Thermoplastic: Apply markings only to dry surfaces and when ambient air temperature is at least 32°F. Prior to installation, follow the manufacturer's recommendations for pre-heating.

2. Thickness:

- a. Initial or Recapped Stripes and Markings:

- 1) Apply or recap traffic stripes or markings such that all lane lines, center lines, transverse markings and traffic stripes and markings within traffic wearing areas, will have a thickness of 0.10 to 0.15 inch when measured above the pavement surface.
 - 2) Gore, island, and diagonal stripe markings, bike lane symbols and messages, wherever located, will have a thickness of 0.09 to 0.12 inch when measured above the pavement surface.
 - 3) Measure, record, certify and submit to Engineer, the thickness of white and yellow pavement markings in accordance with FM 5-541.
- b. Refurbishing Existing Traffic Stripes and Markings: Apply a minimum of 0.06 inch of thermoplastic material. Ensure that the combination of the existing stripe and the overlay after application of glass spheres does not exceed the maximum thickness of 0.150 inch for all lines.
3. Retroreflectivity:
- a. Apply white and yellow traffic stripes and markings that will attain an initial retroreflectivity of not less than 450 mcd/lx•m² and not less than 350 mcd/lx•m², respectively for all longitudinal lines.
 - b. All transverse lines, messages and arrows will attain an initial retroreflectivity of not less than 300 mcd/lx•m² and 250 mcd/lx•m² for white and yellow respectively.
 - c. All pedestrian crosswalks, bike lane symbols or messages in a proposed bike lane shall attain an initial retroreflectivity of not less than 275 mcd/lx•m².
 - d. Measure, record, certify, and submit to Engineer, the retroreflectivity of white and yellow pavement markings in accordance with FM 5-541.
4. Glass Spheres:
- a. Longitudinal Lines:
 - 1) For initial traffic striping and marking, apply the first drop of Type 4 or larger glass spheres immediately followed by the second drop of Type 1 glass spheres.
 - 2) For refurbishing, apply a single drop of Type 3 glass spheres.
 - 3) Apply reflective glass spheres to all markings at the rates determined by the manufacturer's recommendations.
 - b. Transverse Stripes and Markings:
 - 1) Apply a single drop of Type 1 glass spheres.
 - 2) Apply reflective glass spheres to all markings at the rates determined by the manufacturer's recommendations.
 - 3) Apply a mixture consisting of 50 percent glass spheres and 50 percent sharp silica sand to all thermoplastic pedestrian crosswalk lines and bike lane symbols at the rates determined by the manufacturer's recommendations.
 - c. Preformed Markings: These markings are factory supplied with glass spheres and skid resistant material.

No additional glass spheres or skid resistant material should be applied during installation.

E. Tolerances in Dimensions and in Alignment.

1. Establish tack points at appropriate intervals for use in aligning stripes, and set a stringline from such points to achieve accuracy.
2. Dimensions:
 - a. Longitudinal Lines: Apply thermoplastic skip line segments with no more than ±12 inches variance, so that over-tolerance and under-tolerance lengths between skip line and the gap will approximately balance. Apply longitudinal lines at least 2 inches from construction joints of Portland cement concrete pavement.
 - b. Transverse Markings, Gore Markings, Arrows, and Messages: Apply thermoplastic in multiple passes when the marking cannot be completed in one pass, with an overall line width allowable tolerance of ±1 inch
 - c. Contrast Lines: Use black paint to provide contrast on concrete or light asphalt pavement, when specified by Engineer. Apply black paint in 10 foot segments following each longitudinal skip line.
3. Alignment:
 - a. Apply thermoplastic stripes that will not deviate more than 1 inch from the stringline on tangents and curves one degree or less.
 - b. Apply thermoplastic stripes that will not deviate more than 2 inches from the stringline on curves greater than one degree.
 - c. Apply thermoplastic edge stripes uniformly, not less than 2 inches or more than 4 inches from the edge of pavement, without noticeable breaks or deviations in alignment or width.
 - d. Remove and replace at no additional cost to the Department, traffic stripes that deviate more than the above stated requirements.
4. Correction Rates:
 - a. Make corrections of variations in width at a maximum rate of 10 feet for each 0.5 inches of correction. Make corrections of variations in alignment at a maximum rate of 25 feet for each 1 inch of correction, to return to the stringline.

F. Contractor's Responsibility for Notification.

1. Notify Engineer prior to the placement of the thermoplastic materials.
2. Furnish Engineer with the manufacturer's name and batch numbers of the thermoplastic materials and glass spheres to be used.
3. Ensure that the approved batch numbers appear on the thermoplastic materials and glass spheres packages.

G. Protection of Newly Applied Traffic Stripes and Markings.

1. Do not allow traffic onto or permit vehicles to cross newly applied pavement markings until they are sufficiently dry.

2. Remove and replace any portion of the pavement markings damaged by passing traffic or from any other cause, at no additional cost to the Department.

H. Observation Period.

1. Pavement markings are subject to a 180 day observation period under normal traffic. The observation period shall begin with the satisfactory completion and acceptance of the work.
2. The pavement markings shall show no signs of failure due to blistering, excessive cracking, chipping, discoloration, poor adhesion to the pavement, loss of reflectivity or vehicular damage. The retroreflectivity must meet the initial requirements stipulated above. The Department reserves the right to check the color and retroreflectivity any time prior to the end of the observation period.
3. Replace, at no additional expense to the Department, any pavement markings that do not perform satisfactorily under traffic during the 180 day observation period.

I. Corrections for Deficiencies.

1. Recapping applies to conditions where additional striping material is applied to new or refurbished traffic stripes or markings to correct a deficiency. Recap a 1.0 mile section centered around the deficiency with additional striping material or by complete removal and reapplication at no additional cost to the Department.
2. If recapping will result in a thickness exceeding the maximum allowed, the traffic stripes or markings must be removed and reappplied.

J. Submittals.

1. Submittal Instructions: Prepare a certification of quantities, for each project in the Contract. Submit the certification of quantities and daily worksheets to Engineer. The Department will not pay for any disputed items until Engineer approves the certification of quantities.
2. Contractor's Certification of Quantities: Request payment by submitting a certification of quantities with each payment requisition, based on the amount of work done or completed. Ensure the certification of quantities includes the following:
 - a. Contract Number, Certification Number, Certification Date and the period that the certification represents.
 - b. The basis for arriving at the amount of the progress certification, less payments previously made and less any amount previously retained or withheld. The basis will include a detailed breakdown provided on the certification of items of payment.

K. Method of Measurement.

1. Quantities to be measured by Engineer for payment under this Article will be as follows:
 - a. The length, in net miles, of 6 inch Solid Traffic Stripe, authorized and acceptably applied.

- b. The total traversed distance in gross miles of 10-30 or 3-9 skip line. The actual applied line is 25 percent of the traverse distance, for a 1:3 ratio. This equates to 1,320 feet of marking per mile of single line.
- c. The net length, in feet, of all other types of lines and stripes, authorized and acceptably applied.
- d. The area, in square feet, of Removal of Existing Pavement Markings, acceptably removed. Cost for removing conflicting pavement markings during maintenance of traffic operations is included in Maintenance of Traffic.
- e. The number of pavement messages, symbols and directional arrows, authorized and acceptably applied.

L. Basis of Payment.

1. Prices and payments will be full compensation for all work specified in this Article, including all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.
2. Payment, for the completed quantities measured and accepted by Engineer, will be made under the item(s) below if provided in the Contract with awarded Contract unit price(s).

Item	Description	Unit
711-11-121	Thermoplastic (White) (Solid) (6")	LF
711-11-123	Thermoplastic (White) (Solid) (12")	LF
711-11-125	Thermoplastic (White) (Solid) (24")	LF
711-11-141	Thermoplastic (White) (Skip) (6")	LF
711-11-221	Thermoplastic (Yellow) (Solid) (6")	LF

SECTION 7: SPECIAL PROVISIONS

SPECIAL PROVISIONS

SPECIAL PROVISIONS
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APPENDIX “A” TO SPECIAL PROVISIONS

Authorization Agreement for Automatic Deposit

1. GENERAL REQUIREMENTS

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

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

1.02 SCOPE OF WORK

- A. Work under this Contract includes furnishing of all supervision, labor, materials, tools, equipment and performing all operations required to construct the Work in accordance with the Contract Documents.
- B. Work includes but is not limited to the construction and installation of drainage structures, French drains, miscellaneous drainage improvements, driveway restoration, grading, sodding, and miscellaneous roadway restoration including construction of concrete curb and gutters, and sidewalks where needed in accordance with the construction plans and specifications.
- C. If any changes are required due to conflict of design and or field conditions, the Engineer will make the final determination.
- D. The Contractor and all subcontractors, under this Contract, are prohibited from performing any work, other than specified in the Contract and/or directed by the Engineer, within the limits of the project site, without prior written notification to the Engineer. This includes any work for private or commercial entities.

1.03 LOCATION OF WORK

- A. This is a work order driven contract. The locations of work to be performed under the terms of this Contract have been tentatively listed as follows:
 - 1. NW 97th Avenue from NW 52nd Street to NW 46th Lane.
 - 2. SW 50th Street from SW 59th Avenue to SW 58th Avenue.
 - 3. NE 202 Street & NE 21st Court to Dead End Cul-de-Sac.
 - 4. NW 100 Terrace from NW 12th Avenue to NW 13th Avenue.
 - 5. NW 97th Avenue and NW 33rd Street.
- B. The County may update the sites above subsequent to the Award of this Contract by adding, deleting, or substituting with comparable sites. Work orders will identify the location, description and amount of work to be accomplished. The combined total cost for all work authorized by the Work Order(s) shall not exceed the Contract Award amount.

1.04 PLANS

- A. Engineering Drawings titled for “1) NW 97th Avenue from NW 52nd Street to NW 46th Lane (Design Project #20230032); 2) SW 50th Street from SW 59th Avenue to SW 58th Avenue (Design Project #20220171); 3) NE 202 Street & NE 21st Court to Dead End Cul-de-Sac (Design Project #20230022); 4) NW 100 Terrace from NW 12th Avenue to NW 13th Avenue (Design Project #20230019); 5) NW 97th Avenue and NW 33rd Street (Design Project #20230014) Drainage Improvements Miami Dade County Department of Transportation and Public Works, Roadway Engineering and Right of Way Division, are included with these Contract Documents. Additional standard details are available in the Miami-Dade County Public Works Manual and the latest edition of the Florida Department of Transportation's Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System.
- B. The County through its Engineer shall have the right to modify the details and/or sketches, to supplement the sketches with additional plans and/or with additional information as work proceeds; all of which shall be considered as plans accompanying these Specifications herein generally referred to as the "Plans." In case of disagreement between the Plans and Specifications, the Engineer shall make a final determination as to which shall govern.

1.05 TIME FOR COMPLETION

- A. This is a Work Order driven Contract. The total Contract duration is 270 days. Perform each work order fully, entirely, and in accordance with the Contract Documents within the Contract Time specified in each Work Order. Time commences to run once the first Work Order is issued. Each work order is subject to the requirements of Subarticle 1.06, F, 4, Additional Requirements for work order contracts and Subarticle 1.06 J, Liquidated Damages of the General Requirements (Division 1). And as expanded under Article 1.12, Liquidated Damages, of the Supplementary Conditions.
- B. The effective date of the “Notice to Proceed” will be established during the Preconstruction Conference which is held shortly after the Award of Contract and which is attended by members of Department of Transportation and Public Works, the Contractor, representatives of utility companies, and others affected by the Work. The effective date shall be set as a date no later than 30 calendar days after the date of execution of the Contract Documents, unless a later date acceptable to both parties is agreed upon in writing.

2. GENERAL CONSTRUCTION

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

- A. A local field office is not required; however, the Contractor will be required to provide the Engineer with a local (Miami-Dade County) telephone or cellular number, where the Contractor may be contacted 24 hours a day, 7 days a week during the period for which the Contract is in force.

2.02 MOBILIZATION (ARTICLE 101)

- A. DTPW Construction Specification, Page 1, Article 101-B.2.b - "Payment will be made under...."; is deleted in its entirety and replaced with the following:
 - 1. No item for "Mobilization" has been provided in the Bid Form of the Proposal; however, the Contractor will be entitled to collect a Mobilization fee of \$500 per Work Order. This amount will be paid from a dedicated allowance established by the County.

2.03 MAINTENANCE OF TRAFFIC (ARTICLE 102)

- A. Delete DTPW Construction Specification, Page 8, Article 102-K.1 and replace it with the following:
 - 1. Method of Measurement.
 - a. Work under MOT will be compensated at, but not to exceed, 2 percent of each invoice from an appropriate dedicated allowance. The total compensation under this item shall not exceed 2 percent of the Contract Subtotal Amount. Payment shall be full compensation for all work and costs specified under this Section including furnishing, installing, operating, maintaining and removing all required traffic control devices, signs, warning devices, barriers and other MOT devices or requirements not specifically covered for payment under the MOT items listed below. Such price and payment shall constitute full compensation for furnishing (including hardware, lights and posts if required), installing, relocating, maintaining, and removing of temporary traffic control devices.

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



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

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

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

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

TRANSACTION TYPE:	New ☐	Change ☐	Terminate ☐											
FEDERAL IDENTIFICATION NUMBER	<table><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> (AS PER CURRENT W-9)											<table><tr><td></td><td></td></tr></table> (FOR INTERNAL USE ONLY)		
VENDOR NAME :														
DBA (DOING BUSINESS AS) :														
TELEPHONE NUMBER :														
FISCAL OFFICER NAME AND TITLE :														
FISCAL OFFICER'S EMAIL :														
ACH NOTIFICATION EMAIL:														
(This is the email where payment information will be sent)														
ROUTING NUMBER	<table><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>											<table><tr><td></td><td></td></tr></table> (FOR INTERNAL USE ONLY)		
VENDOR'S BANK ACCOUNT NUMBER	<table><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>													
TYPE OF ACCOUNT	Checking ☐	Savings ☐												
AUTHORIZED SIGNATURE			DATE :											
PRINTED NAME														

A VOIDED CHECK OR REDACTED COPY OF A BANK STATEMENT FOR THE ACCOUNT LISTED ABOVE MUST BE PROVIDED. PLEASE REFER TO INSTRUCTIONS FOR OUR MAILING ADDRESS. SUBMISSION OF YOUR E-MAIL ADDRESS IS MANDATORY IN ORDER TO PARTICIPATE IN THIS PAYMENT OPTION.

Section 2 (TO BE COMPLETED BY FINANCIAL INSTITUTION)

FINANCIAL INSTITUTION NAME:		
ADDRESS:		
BANK OFFICIAL NAME (PRINTED) AND TITLE :		
TELEPHONE NUMBER :	EMPLOYEE ID NO. :	
EMAIL :		
☐	I have verified that the account and routing number provided above is correct and corresponds to vendor noted above.	
☐	I have also verified that the person signing is an authorized signer on the account specified.	
SIGNATURE	DATE :	

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

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



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

INSTRUCTIONS

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

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

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

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

Section 1

Transaction Type

- New : If vendor is currently not on ACH deposits with Miami-Dade County.
- Change : If vendor is currently on ACH deposits with Miami-Dade County and would like to make changes to their information (example : change of financial institution, account number, etc.)
- Terminate : If vendor is currently on ACH deposits with Miami-Dade County and would like to switch to either Check or AP Control disbursement type)

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

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

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

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

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

Section 2

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

Section 3

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

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

Accounts Payable Manager

Miami-Dade County Finance Department

111 NW First Street, Suite 2620

Miami, Florida 33128

Terms and Conditions

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

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

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

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

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

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

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

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

SECTION 8: ENGINEERING DRAWINGS

ENGINEERING DRAWINGS ARE PROVIDED SEPARATELY

NW 133rd St. Opa-locka, FL

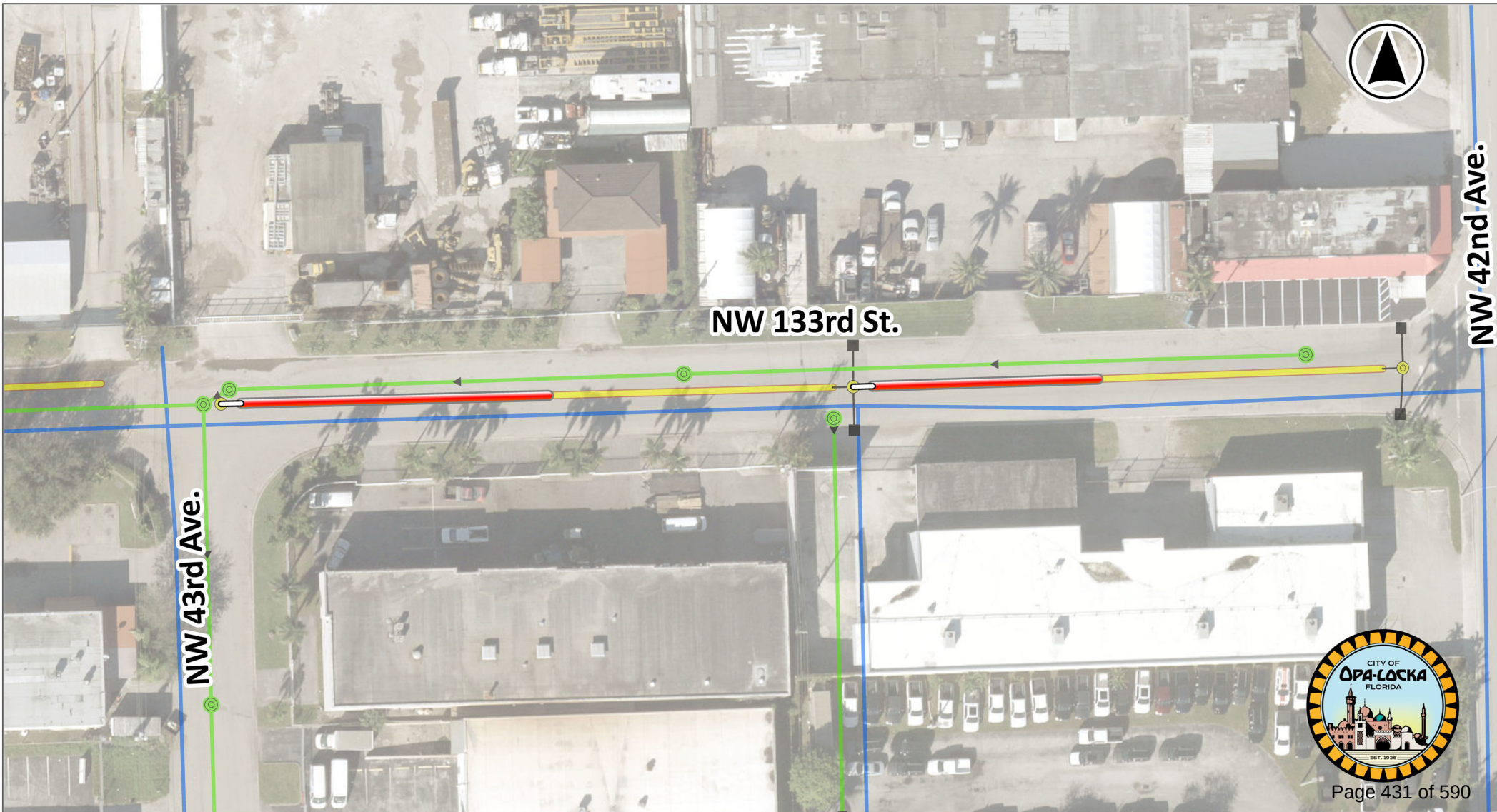
FRENCH DRAIN INSTALLATION

PROPOSED

-  French Drain - 24" (280 ft.)
-  Storm Drain Solid Pipe - 24" (20 ft.)

EXISTING

-  Catch Basin
-  Storm Drain Manhole
-  Sewer Manhole
-  Sewer Gravity Main
-  Storm Drain French Drain - 24"
-  Storm Drain Solid Pipe - 24"
-  Water Main





QUALITY PAVING CORP

7875 SW 40TH ST, Suite #229, Miami, FL 33155

Ph (305) 261-2426 Fax (305) 261-2690

Email: qualitypavingcorp@hotmail.com

Date: 6/18/2025

Estimated To:

Capital Improvements Program

780 Fisherman Street 4th floor

Opa-Locka, FL 33054

ESTIMATE No. 17/2025

Project: NW 133rd ST, Opa-Locka		French Drain Installation			
Item No.	Quantity	Unit	Description	Unit Price	Amount
102-74-1	600.0	EA/DAY	BARRICADES (TEMPORARY, TYPE I, II, VP, & DRUM)	\$ 0.25	\$ 150.00
102-74-2	28.0	EA/DAY	BARRICADES (TEMPORARY, TYPE III, 6")	\$ 0.50	\$ 14.00
102-77	28.0	EA/DAY	HIGH INTENSITY FLASHING LIGHTS (TEMPORARY, TYPE "B")	\$ 0.20	\$ 5.60
102-91-1A	0.0	L.F.	PAVEMENT MARKING TEMPORARY (Solid) (Any with) (Yellow or White) (Paint)	\$ 5.00	\$ -
102-99	0.0	EA/DAY	VARIABLE MESSAGE SIGN (Temporary)	\$ 50.00	\$ -
102-76A	0.0	EA/DAY	ADVANCE WARNING ARROW PANEL	\$ 4.00	\$ -
104-10-3	0.0	L.F.	Sediment Barrier	\$ 3.00	\$ -
104-18	6.0	EA.	Inlet Protection System	\$ 80.00	\$ 480.00
110-3-1	0.0	EA.	REMOVAL OF STRUCTURE (Inlet or Manhole)	\$ 2,000.00	\$ -
110-4	166.0	S.Y.	REMOVAL OF EXISTING PAVEMENT	\$ 50.00	\$ 8,300.00
125-8	0.0	C.Y.	BACKFILL EXISTING TRENCH WITH SELECT FILL	\$ 10.00	\$ -
327-70-01	0.0	S.Y.	MILLING, 1" AVERAGE DEPTH	\$ 8.00	\$ -
331-72-10A-HMA	166.0	S.Y.	ROADWAY PAVEMENT RESTORATION	\$ 55.00	\$ 9,130.00
331-72-10B-HMA	0.0	S.Y.	INLET PAVEMENT (Includes 6" Limerock Base and 1" thick of HMA, Asphalt Work Category 2)	\$ 50.00	\$ -
334-2-13-1	10.0	TON	Hot Mix Asphalt, Traffic C, SP-9.5	\$ 200.00	\$ 2,000.00
334-2-13-1A	0.0	S.Y.	Driveway Pavement-Asphalt	\$ 50.00	\$ -
350-1-1A	0.0	S.Y.	Driveway Pavement-Concrete	\$ 55.00	\$ -
400-1-15	0.0	C.Y.	CLASS I CONCRETE [(Miscellaneous) (Collars, pipe plugs, structure plugs etc.)(This item is contingent upon filed conditions and may be increased decreased or eliminated by the Engineer)]	\$ 0.10	\$ -
425-1-1	0.0	EA.	SWALE INLET TYPE D3 (36" Dia) (Less than 10 feet deep)	\$ 5,500.00	\$ -
425-1-2A	0.0	EA.	SWALE INLET TYPE D3 (36"X36", less than 10" deep)	\$ 6,500.00	\$ -

425-1-35	0.0	EA.	CURB INLET TYPE P-5 (Any dimension) (Max. 15' deep)	\$ 7,500.00	\$ -
425-1-36	0.0	EA.	CURB INLET TYPE P-6 (Any dimension) (Max. 15' deep)	\$ 8,000.00	\$ -
425-1-902	0.0	EA.	SWALE INLET TYPE P-10M (Any dimension, maximum depth 15')	\$ 6,500.00	\$ -
425-1-907A	0.0	EA.	POLLUTION RETARDANT BAFFLE (Any type) (Any dimension)	\$ 400.00	\$ -
425-2-41	0.0	EA.	MANHOLE (Type P-7T, Any dimension, maximum 15' deep)	\$ 5,000.00	\$ -
425-79	2.0	EA.	CORE AND TIE TO EXIST. DRAINAGE STRUCTURES. (Any pipe size hole opening)(Including mortar seal). (This item is contingent upon field conditions and may be increased, decreased or eliminated by the engineer)	\$ 1,100.00	\$ 2,200.00
425-82	0.0	EA.	MODIFY STRUCTURE- Cut to enlarge opening as needed in order to accomodate pipe due to utility conflict(s), brick and mortar as needed.	\$ 1,000.00	\$ -
430-94-1-1	0.0	L.F.	DESILT PIPE (0 to 48")	\$ 6.00	\$ -
430-95-2	0.0	EA.	Desilting Drainage Structure	\$ 350.00	\$ -
PIPE CULVERTS					
430-171-115	0.0	L.F.	Pipe Culvert 15" Diameter (Round)	\$ 100.00	\$ -
430-171-118	0.0	L.F.	Pipe Culvert 18" Diameter (Round)	\$ 105.00	\$ -
430-171-124	20.0	L.F.	Pipe Culvert 24" Diameter (Round)	\$ 110.00	\$ 2,200.00
FRENCH DRAIN					
443-70-3-2	0.0	L.F.	French Drain (18" diameter pipe, trench depth 10 ft bls)	\$ 235.00	\$ -
443-70-4-2	280.0	L.F.	French Drain (24" diameter perforated pipe, trench depth 10 ft bls)	\$ 240.00	\$ 67,200.00
CONCRETE					
522-1-10	0.0	L.F.	CONCRETE CURB & GUTTER (Type F) (6" Curb, 18" Gutter) (Includes cost of limerock base and subgrade)	\$ 40.00	\$ -
522-1(1)	0.0	S.Y.	CONCRETE SIDEWALK (4" THICK, 3,000 P.S.I. CONCRETE AT 28 DAYS (Includes the cost of pedestrian ramps and sidewalk curbs)	\$ 55.00	\$ -
522-2	0.0	S.Y.	CONCRETE SIDEWALK (6" THICK, 3,000 P.S.I. CONCRETE AT 28 DAYS (Includes the cost of pedestrian ramps and sidewalk curbs)	\$ 90.00	\$ -
575-2A	0.0	S.Y.	SODDING-St Augustine, or match existing, includes watering and maintenance. Contingent item based on field conditions, may be increased, or decreased by the engineer.	\$ 10.00	\$ -
580-3	0.0	L.F.	Tree protection barricades	\$ 10.00	\$ -
PAVEMENT MARKING					
706-1-12	0.0	EA.	REFLECTIVE PAVEMENT MARKERS (class B, mono or bi-directional, all colors)	\$ 12.00	\$ -
711-11-121	0.0	L.F.	THERMOPLASTIC (White) (Solid) (6")	\$ 2.00	\$ -
711-11-123	0.0	L.F.	THERMOPLASTIC (White) (Solid) (12")	\$ 20.00	\$ -
711-11-125	0.0	L.F.	THERMOPLASTIC (White) (Solid) (24")	\$ 20.00	\$ -
711-11-141	0.0	L.F.	THERMOPLASTIC (White) (Skip) (6")	\$ 2.00	\$ -
711-11-221	0.0	L.F.	THERMOPLASTIC (Yellow) (Solid) (6")	\$ 2.00	\$ -

101-1	1.0	W.O	MOBILIZATION	\$ 500.00	\$ 500.00
102-1M	1.0	L.S.	MAINTENANCE OF TRAFFIC (Including traffic cones, temporary signs, flag men, etc.) (Shall not exceed 2% of Contract Sub-total Amount)	\$ 1,843.59	\$ 1,843.59
TOTAL ESTIMATE					\$ 94,023.19

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIAL TO SUBMIT A GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF JUSTICE (USDOJ) FOR THE FY 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM, AS ADMINISTERED BY THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) FOR LAW ENFORCEMENT COMMUNITY ENGAGEMENT AND TRAFFIC ENFORCEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Interim City Manager is requesting approval to apply for the FY 2024 Byrne Justice Assistance Grant Countywide Program subawards from the United States Department of Justice (USDOJ); and

WHEREAS, the Florida Department of Law Enforcement (FDLE) administers the United States Department of Justice (USDOJ) Edward Byrne Memorial Justice Assistance Grant Program and currently the City of Opa-Locka's designated award is Two Thousand, Two Hundred Ninety Dollars (\$2,290.00); and

WHEREAS, the application process for this award is submitted in three steps: 1) Submittal of a Certificate of Participation Form; 2) Submittal of the 51% Letter from FDLE, indicating approval of the program and allocation of funds to the participating Miami-Dade municipalities; 3) Upon receiving approval of the fifty-one percent (51%) Letter from FDLE, the City will prepare the grant application. The City has now received the approval of the 51% Letter from FDLE; and

WHEREAS, the grant will be used for Law Enforcement Community Engagement and Traffic Enforcement; and

WHEREAS, the City Commission finds that it is in the best interests of the City to authorize the City Manager to submit a grant application for the United States Department of Justice (USDOJ) FY 2024 Byrne Justice Assistance Grant Countywide Program (JAG C) subaward for Law Enforcement Community Engagement and Traffic Enforcement.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to submit a grant application for the US Department of Justice (USDOJ) for the FY 2024 Byrne Justice Assistance Grant Countywide Program subaward for Law Enforcement Community Engagement and Traffic Enforcement.

SECTION 3. SCRIVENER'S ERRORS

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED AND ADOPTED this _____ day of _____, 2025.

John H. Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



**City of Opa-locka
Agenda Cover Memo**

Department Director:	Dr. Robin R. Starks		Department Director Signature:				
Interim City Manager:	Sha'mecca Lawson		ICM Signature:				
Commission Meeting Date:	July 23, 2025		Item Type: (Enter X in box)	Resolution	Ordinance	Other	
				X			
Fiscal Impact: (Enter X in box) N/A	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
	X		Public Hearing: (Enter X in box)	Yes	No	Yes	No
Funding Source: Account# :	(Enter Fund & Dept) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. Of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X						
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

FDLE – FY2024 JAG C Grant Program Application

Staff Summary:

Issue / Recommendation: Staff is requesting approval to apply for the FY24 JAG Countywide (JAG C) subawards from the Florida Department of Law Enforcement (FDLE). The Application process for this award is submitted in three different steps:

- Step# 1: Submittal of the Certificate of Participation Form
- Step# 2: Submittal of the 51% Letter (Letter from the City to Florida Department of Law Enforcement (FDLE) indicating approval of the program and the allocation of funds to the participating municipalities within Maimi-Dade County)
- Upon approval of the 51% Letter from FDLE, which has now been received, the City is able to proceed with the preparation and submission of the formal application.

Current Activity: The grant program will be used for Law Enforcement – Community Engagement and Traffic Enforcement

Financial Impact: The original program allocation for Opa-locka was \$2,023. However, as some municipalities have decided to not participate in the JAG C Program, the City's share was adjusted upward to \$2,290.

Proposed Action:

Staff recommend that the City Commission approve the submission of the grant application for Law Enforcement Community Engagement and Traffic Enforcement.

Attachment:

1. Certificate of Participation FY2024 Edward Byrne Justice Assistance Grant Program (FDLE)
2. JAG-C 51% Letter

CERTIFICATE OF PARTICIPATION

FY 2024 Edward Byrne Justice Assistance Grant Program
Florida Department of Law Enforcement (FDLE)

Name of Jurisdiction: Opa Locka Total FY 2024 Allocation: \$2,023

Please read and check one of the two choices listed below.

☒ Choice 1 **We wish to participate in the Edward Byrne Justice Assistance Grant Program (Byrne Grant) FY 2024 application.** We understand that our federal allocation for FY 2024 does not require a Cash Match. We also understand that our jurisdiction must submit our **application via the FDLE online grant management system to insure inclusion of our program.**

☐ Choice 2 **We do not wish to participate in the Edward Byrne Justice Assistance Grant Program (Byrne Grant) FY 2024 grant application.** We understand that our current allocation will be reallocated to the other jurisdictions within the county. **If you do not wish to participate, please sign, and return.**

If yes, the Coordinator of our grant application will be:

Name: Dr. Robin Starks
Title/Agency: Interim Chief of Police
Mailing Address: 780 FISHERMAN ST.
City/Zip Code: OPA-LOCKA, FLA. 33054
Email Address: RSTARKS@opalockafl.com
Phone Number: (305) 681-1033
Fax Number: _____

We kindly request that you provide your chosen project title below. The project title should define the municipality's intended use for the grant funds. This should be specific in nature, but general enough to allow the municipality to adapt their grant budget as needed. For your reference, **on the next page is the list of project titles that were approved last year.** Please choose one of these or create one that best represents your proposed program.

Project Title: LAW ENFORCEMENT - COMMUNITY ENGAGEMENT
TRAFFIC ENFORCEMENT

Chief of Police Signature

Print Name

[Signature]
Dr. Robin Starks

Upon completing this form, please email it to Dania Malagon at: Jessica.brodsky@miamidade.gov If you have any questions, please call: 310-902-2210.

PROJECT TITLE REFERENCE

For your reference, the page 7 of grant solicitation states:

State-wide Funding Priorities

In order to comply with the statewide strategic planning requirements outlined in Section 502 of the Omnibus Crime Control and Safe Streets Act, FDLE conducted a survey in 2019 to gauge statewide priorities within each program area for funding.

Subrecipients are strongly encouraged to fund projects addressing at least one of the priorities outlined below. If the subrecipient wishes to fund a project that does not address one of the identified funding priorities, a written justification will need to be submitted to OCJG along with the application.

Law Enforcement

- Equipment
- Training
- Traffic Enforcement
- Community Policing & Engagement

Prevention and Education

- Anti-drug Programs
- School Violence Prevention
- Domestic Violence Prevention
- Pharmaceutical & Substance Abuse

Drug Treatment and Enforcement

- Surveillance Equipment
- Drug Enforcement – Single Jurisdiction
- Multi-Jurisdictional Task Forces & Pharmaceutical Enforcement Partnerships
- First responders, Crisis Response, Stabilization, Antagonists/Detox

Crime Victim & Witness

- Behavioral Health Services
- Advocacy Services
- Counseling & Clinical Services
- Children Exposed to Violence, Abuse, & Neglect

Prosecution & Courts

- Pre-trial Diversion
- Recidivism
- Training
- Property & White-Collar Crime

Corrections and Community Corrections

- Behavioral Health Services
- Workforce
- Recidivism
- Diversion

Planning, Evaluation & Technology

- Technology Upgrades
- Crime Statistics Reporting
- Investigative & Surveillance Technology
- Grant Management

Mental Health

- Crisis Intervention Team Training & Support
- Evaluation/Assessments
- Suicide Risk Assessment, Response & Protocols
- Outpatient/Community Based Behavioral Health Programs

Below is the list of project titles that were approved last year. Please choose one of these or create one that best represents your proposed program.

- _____ Police Department Mental Health Wellness
- City of _____ Mobile License Plate Reader Project
- Community Policing and Engagement
- Community Policing and Engagement - Neighborhood Team Leader
- Community Policing Youth Engagement
- Domestic Violence Interventions
- Law Enforcement - AED Purchase
- Law Enforcement - Equipment
- Law Enforcement - Equipment / AED
- Law Enforcement - Equipment Laser Speed Devices Project
- Promoting Public Trust
- Safety and Technology Equipment
- Safety and Technology Equipment - FALCON Rapid ID Edge Device
- Safety Technology Upgrade
- Simulated Training Ammunition



CITY OF OPA-LOCKA
OFFICE OF THE MAYOR
JOHN H. TAYLOR, JR.

June 25, 2025

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, FL 32302-1489

Dear Mr. Menacof:

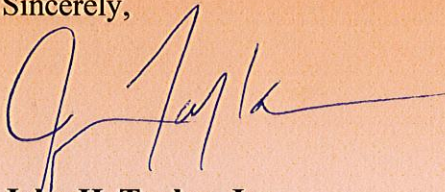
In compliance with State of Florida *Rule 11D-9, F.A.C.*, the City of Opa-locka approves the distribution of \$547,053 of Federal Fiscal Year 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Countywide funds for the following projects in the County:

Recipient	Project Purpose	Amount
Aventura	Law Enforcement - Equipment	\$5,546
Bay Harbor Islands	Law Enforcement Training	\$801
Coral Gables	Community Policing & Engagement - Neighborhood Team Leader	\$7,028
Cutler Bay	Cutler Bay Law Enforcement Equipment Purchase	\$6,227
Florida City	L.E. Traffic Enforcement Equipment	\$2,375
Hialeah	Hialeah Police Department - Bicycle Patrol Equipment and Mobility Support	\$31,889
Hialeah Gardens	Law Enforcement - Equipment	\$3,085
Homestead	City of Homestead - Law Enforcement - Equipment	\$11,619
Miami	Law Enforcement - Equipment / AED	\$64,611
Miami Beach	Miami Beach Police Safety and Technology Equipment	\$11,511
Miami Gardens	Law Enforcement Equipment	\$15,955
Miami Lakes	Law Enforcement - Equipment	\$4,267
Miami Shores	Community Policing and Engagement	\$1,598
Miami Springs	Law Enforcement Safety & Technology Equipment	\$1,918
North Miami	Law Enforcement - Equipment	\$8,292
North Miami Beach	Domestic Violence Interventions	\$6,027
Opa-locka	Law Enforcement - Community Engagement Traffic Enforcement	\$2,290

Page - 2 -

Palmetto Bay	Stopping the Bleed Wound Management Kits	\$3,470
Sweetwater	Law Enforcement - Equipment / AED	\$2,959
Miami-Dade County Community Action and Human Services Department	Promoting Public Trust	\$153,175
Miami-Dade County Juvenile Services Department	Delinquency Citation Program	\$120,352
Miami-Dade County Sheriff's Office	Miami-Dade Sheriff's Office: Law Enforcement Equipment	\$82,058

Sincerely,



John H. Taylor, Jr.
Mayor
City of Opa-locka

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO SUBMIT A LETTER OF SUPPORT AND AGREE TO THE TERMS AND REPORTING REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) ALERT TODAY FLORIDA'S HIGH VISIBILITY ENFORCEMENT (HYE) FOR PEDESTRIAN AND BICYCLE SAFETY PROGRAM, THROUGH THE INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT (IPTM)) AT THE UNIVERSITY OF NORTH FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT), through the Institute of Police Technology and Management (IPTM) at the University of North Florida, has selected the Opa-Locka Police Department as a priority agency to participate in the Alert Today Florida's High Visibility Enforcement (HYE) for Pedestrian and Bicycle Safety Program. This initiative is designed to reduce traffic crashes that result in serious and fatal injuries to pedestrians and cyclists through targeted education and enforcement operations; and

WHEREAS, FDOT has allocated Five Thousand, Four Hundred Fifty-Seven Dollars and Twenty-Six Cents (\$5,457.26) in overtime reimbursement funding for the Police Department to conduct high visibility enforcement in areas within the Department jurisdiction with historically high rates of pedestrian and bicycle-related injuries and fatalities; and

WHEREAS, participation in this program supports the City of Opa-Locka's efforts to improve roadway safety and reduce fatal and serious injury crashes involving vulnerable road users. The enforcement operations will focus on compliance with pedestrian and bicycle traffic statutes and public education on safe roadway behaviors; and

WHEREAS, the Department must submit a letter of support and agree to the terms and reporting requirements of the program. Applications submitted by August 31, 2025, will be eligible for the full allocation. After this date, funds may be redistributed to other agencies within Miami-Dade County or priority counties statewide; and

WHEREAS, the application process is the next step toward the potential receipt of up to Five Thousand, Four Hundred Fifty-Seven Dollars and Twenty-Six Cents (\$5,457.26) to cover Police Department overtime in implementing the High Visibility Enforcement for Pedestrian and Bicycle Safety Program; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interest of the City and its residents to authorize the Interim City Manager to submit a letter of support and agree to the terms and reporting requirements of the Florida Department of Transportation (FDOT) Alert Today Florida's High Visibility Enforcement (HYE) for Pedestrian and Bicycle Safety Program, through the Institute of Police Technology and Management (IPTM)) at the University of North Florida.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes and directs the Interim City Manager to submit a letter of support and agree to the terms and reporting requirements of the Florida Department of Transportation (FDOT) Alert Today Florida's High Visibility Enforcement (HYE) for Pedestrian and Bicycle Safety Program, through the Institute of Police Technology and Management (IPTM)) at the University of North Florida.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Interim City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED and ADOPTED this _____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



**City of Opa-locka
Agenda Cover Memo**

Department Manager:	Robin Starks		Department Manager Signature:		
Interim City Manager:	Sha'mecca Lawson		ICM Signature:		
Commission Meeting Date:	07/23/2025	Item Type: (Enter X in the box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in the box)	Yes	No	Ordinance Reading: (Enter X in the box)	1st Reading	2nd Reading
	X		Public Hearing: (Enter X in the box)	Yes	No
Funding Source: Account#:	(Enter Fund & Dept.) See Financial Impact Section		Advertising Requirement: (Enter X in the box)	Yes	No
					X
Contract/P.O. Required: (Enter X in the box)	Yes	No	RFP/RFQ/Bid#:		
	X				
Strategic Plan Related (Enter X in the box)	Yes	No	Strategic Plan Priority Area: Enhance Organization ☐ Bus. & Economic Development ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X				
Sponsor Name:	City Manager		Department:	Police Department	

Short Title:

FY25-26 FDOT FUNDING FOR HVE FOR PEDESTRIAN AND BICYCLE SAFETY

Staff Summary:

The Florida Department of Transportation (FDOT), through the Institute of Police Technology and Management (IPTM) at the University of North Florida, has selected the Opa-locka Police Department as a priority agency to participate in the Alert Today Florida's High Visibility Enforcement (HVE) for Pedestrian and Bicycle Safety Program. This initiative is designed to reduce traffic crashes that result in serious and fatal injuries to pedestrians and cyclists through targeted education and enforcement operations.

FDOT has allocated \$5,457.26 in overtime reimbursement funding for the Police Department to conduct high visibility enforcement in areas within our jurisdiction with historically high rates of pedestrian and bicycle-related injuries and fatalities.

Participation in this program supports the City's efforts to improve roadway safety and reduce fatal and serious injury crashes involving vulnerable road users. The enforcement operations will focus on compliance with pedestrian and bicycle traffic statutes and public education on safe roadway behaviors.

Agency must submit a letter of support and agree to the terms and reporting requirements of the program. Applications submitted by August 31, 2025, will be eligible for the full allocation. After this date, funds may be redistributed to other agencies within the County or priority counties statewide.

Financial Impact: The application process is the next step toward the potential receipt of up to \$5,457.26 to cover Police Department overtime in implementing the High Visibility Enforcement for Pedestrian and Bicycle Safety Program.

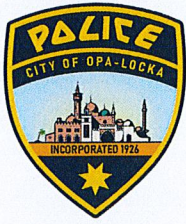
Proposed Action:

Staff recommend that the City Commission adopt a resolution authorizing the Interim City Manager or designee to execute all necessary documents and submit the letter of support to the IPTM to participate in the FY2025-2026 HVE Program.

Attachment(s):

1. Agenda
2. Letter of Support to participate in the FY2025-2026 HVE Safety Program.

The City of Opa-locka **POLICE DEPARTMENT**



"Committed to professionalism and community partnership"



July 8, 2025

Police Department
780 Fisherman Street
Suite 100
Opa-Locka, FL 33054

Voice: 305-681-1033
Fax: 305-953-3417

Institute of Police Technology and Management
University of North Florida
12000 Alumni Drive
Jacksonville, FL 32224

City Hall
780 Fisherman Street
Opa-Locka, FL 33054
305-688-4611

Dr. Robin R. Starks
Interim
Chief of Police

Donald Law
Captain
Investigations

To Whom It May Concern:

The Opa-locka Police Department (OLPD) is in receipt of your letter advising that funding is available for our department to participate in the "Alert Today Florida's High Visibility Enforcement for Pedestrian and Bicycle Safety Program."

It is our goal to promote traffic safety in our community and we believe this initiative would be a great addition to our current efforts. We know that through education and direct contact with the public, pedestrians and bicyclists, we cannot only help prevent loss of life, but we can help preserve our citizen's well-being. We humbly accept the proposed funding and are committed to working with the high crash segments within our jurisdiction.

Sergeant Marcos Gonzalez will be the contact for this initiative. Sergeant Gonzalez can be reached at (305) 681-1033 extension 2701 or via email at mgonzalez@opalockapd.com. We look forward to continuing to work with the High Visibility Enforcement Program. Attached please find our High Visibility Enforcement (HVE) Strategic Plan/Summary.

Thank you for your consideration and support.

A handwritten signature in blue ink, appearing to read "Dr. Robin R. Starks".

Dr. Robin R. Starks
Interim Chief of Police

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AND EXECUTE A STATEWIDE MUTUAL AID AGREEMENT (SMAA) BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM), IN THE FORM ATTACHED HERETO AS EXHIBIT "A", FOR EMERGENCY SERVICES AND RESOURCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") and the Florida Division of Emergency Management (FDEM) desire to enter into a Statewide Mutual Aid Agreement (SMAA); and

WHEREAS, the City has historically participated in mutual aid efforts and recognizes the critical importance of statewide collaboration to effectively respond to natural and manmade disasters, including hurricanes, wildfires, floods, public health emergencies, and more; and

WHEREAS, the Florida Division of Emergency Management (FDEM) has issued the 2023 Statewide Mutual Aid Agreement (SMAA), which supersedes all previous versions. This agreement provides a legal and operational framework for mutual assistance among Florida's local governments during times of disaster or emergency. The SMAA promotes rapid and efficient coordination of personnel, equipment, and other resources across jurisdictions; and

WHEREAS, the execution of this contract will not cause a financial impact; however, not signing it would jeopardize a reimbursement claim of approximately Forty Thousand, Five Hundred Seventy-Five Dollars (\$40,575.00) for the cost incurred by the City while providing police assistance in response to Hurricane Milton; and

WHEREAS, this Agreement will allow the City to remain eligible to request and provide assistance during emergencies, and to receive reimbursement for cost incurred while rendering aid; and

WHEREAS, the City of Opa-Locka, Florida and the Florida Division of Emergency Management (FDEM), are authorized to enter into a Mutual Aid Agreement ("MAA") pursuant to Section 23.12, Florida Statutes, Florida Mutual Aid Act; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interest of the City and its residents to authorize the Interim City Manager to enter

into and execute a Statewide Mutual Aid Agreement (SMAA) with the Florida Division of Emergency Management (FDEM), attached hereto as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes and directs the Interim City Manager to enter into and execute a Statewide Mutual Aid Agreement with the Florida Division of Emergency Management (FDEM), attached hereto as Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Interim City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED and ADOPTED this _____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A., City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



**City of Opa-locka
Agenda Cover Memo**

Department Manager:	Dr. Robin R. Starks		Department Manager Signature:		
Interim City Manager:	Sha'mecca Lawson		ICM Signature:		
Commission Meeting Date:	07/23/2025		Item Type: (Enter X in the box)	Resolution	Ordinance
				X	
Fiscal Impact: (Enter X in the box)	Yes	No	Ordinance Reading: (Enter X in the box)	1st Reading	
				2nd Reading	
			Public Hearing: (Enter X in the box)	Yes	No
	X			X	X
Funding Source: <i>Account#:</i>	(Enter Fund & Dept.) See Financial Impact Section		Advertising Requirement: (Enter X in the box)	Yes	No
					X
Contract/P.O. Required: (Enter X in the box)	Yes	No	RFP/RFQ/Bid#:		
	X				
Strategic Plan Related (Enter X in the box)	Yes	No	Strategic Plan Priority Area: Enhance Organization ☐ Bus. & Economic Development ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X				
Sponsor Name:	City Manager		Department:	Police Department	

Short Title:

EXECUTION OF THE STATE MUTUAL AID AGREEMENT - 2023

Staff Summary:

The Florida Division of Emergency Management (FDEM) has issued the 2023 Statewide Mutual Aid Agreement (SMAA), which supersedes all previous versions. This agreement provides a legal and operational framework for mutual assistance among Florida's local governments during times of disaster or emergency. The SMAA promotes rapid and efficient coordination of personnel, equipment, and other resources across jurisdictions.

The City has historically participated in mutual aid efforts and recognizes the critical importance of statewide collaboration to effectively respond to natural and manmade disasters, including hurricanes, wildfires, floods, public health emergencies, and more.

Financial Impact: The execution of this contract will not generate any financial impact; however, not signing it would jeopardize a reimbursement claim of approximately \$40,575 for the cost incurred by the City while providing police assistance in response to Hurricane Milton.

Proposed Action:

Staff recommends the City Commission approve the execution of the 2023 SMAA to allow the City to remain eligible to request and provide assistance during emergencies, and to receive reimbursement for cost incurred while rendering aid.

Attachment(s):

1. Agenda
2. 2023 Statewide Mutual Aid Agreement with the FDEM



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Management's Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF Opa-locka
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: Interim City Manager

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

Yesly Guillen, Grant Administrator

yguillen@opalockafl.gov

Robert Anathan, Budget Administrator

ranathan@opalockafl.gov

Airia Austin, Public Works Director

aaustin@opalockafl.gov

RESOLUTION NO. 25-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REJECTING MIAMI DADE COUNTY'S REQUEST TO RELEASE WATER SUPPLY SERVICES PROVIDED TO THE AMELIA EARHART PARK RECREATION CENTER; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 11, 2025, the City of Opa-Locka ("City") received correspondence from the Miami Dade County Parks, Recreation and Open Spaces Division requesting that the City issue a Water Supply Letter of Release for the Amelia Earhart Park Recreation Center project, to include the Recreation Center, Aquatic Playground, Swimming Pool and Lift Station; and

WHEREAS, in the written request, the Budget Chief, Angus Laney indicated that this Letter of Release will permit the department to obtain service from the City of Hialeah; and

WHEREAS, the Interim City Manager has continuously expressed denial of this request; however, Miami Dade County remains steadfast in pursuing City approval; and

WHEREAS, the Interim City Manager has presented the request to the City Commission for consideration and the City Commission agrees with rejection of said request; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interest of the City and its residents to reject Miami Dade County's request to release the water supply services provided to the Amelia Earhart Park Recreation Center.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

SECTION 1. ADOPTION OF REPRESENTATIONS

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby rejects Miami Dade County's request to release the water supply services provided to the Amelia Earhart Park Recreation Center.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED and ADOPTED this_____day of_____ 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by:_____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-Locka Agenda Cover Memo

Department Director:	Airia Austin		Department Director Signature:		
Interim City Manager:	Sha'mecca Lawson		ICM Signature:		
Commission Meeting Date:	07/23/2025	Item Type:	Resolution	Ordinance	Other
		<i>(Enter X in box)</i>	X		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>		1st Reading
		X	Public Hearing: <i>(Enter X in box)</i>		Yes
					No
				X	Yes
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i>		Advertising Requirement: <i>(Enter X in box)</i>		Yes
					No
				X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐		Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>
	X				
Sponsor Name	Interim City Manager		Department:		Public Works Sewer Division

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE OF OPA-LOCKA REJECTING MIAMI DADE COUNTY'S REQUEST TO RELEASE THE WATER SUPPLY SERVICES PROVIDED TO THE AMELIA EARHART PARK RECREATION CENTER.

Staff Summary:

On June 11th, 2025, the City received correspondence from Miami Dade County Parks, Recreation and Open Spaces division (PROS) requesting the city to issue a *Water Supply Letter-of-Release* for the Amelia Earhart Park Recreation Center project to include the Recreation Center, Aquatic Playground, Swimming Pool and Lift Station. In the written request, the Budget Chief, Angus Laney indicated that this Letter of Release will permit the department to obtain service from the City of Hialeah.

City Administration has continuously expressed their denial for this request; however, Miami Dade County remains relentless in pursuing the city's approval. As a definite response, the City Administration desires to present this request to the City Commission for consideration although their stance for rejection remains.

Financial Impact: There is no financial impact.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

Miami Dade County Water Supply Letter of Release Request

June 11, 2025

Airia Austin
Public Works Director, City of Opa-locka
12950 Lejeune Road, 2nd Floor
Opa-locka, FL 33054

RE: Request for a Water Supply Letter-of-Release from the City of Opa-Locka

Dear Mr. Austin,

The Miami-Dade County Parks, Recreation and Open Spaces Department (PROS) requests that the City of Opa-Locka issue a *Water Supply Letter-of-Release* for the Amelia Earhart Park Recreation Center project, including these elements, as identified by their RER Process Numbers:

- C2023004687 – Recreation Center
- C2023004685 – Aquatic Playground
- C2023004692 – Swimming Pool
- C2023047880 – Lift Station

The Letter-of-Release will permit the department to obtain service from the City of Hialeah.

The project elements are all located on park UMSA folio 30-2130-000-0020; utility service will not transit park Opa-Locka folio 08-2129-000-0030.

If you have any questions on this matter, please feel free to contact me.

Sincerely,



Angus M. Laney, Budget Chief
Miami-Dade County
Parks, Recreation & Open Spaces Department

2023 GOVERNOR'S
STERLING AWARD



RECIPIENT



RESOLUTION NO. 25-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPALOCKA, FLORIDA, ADOPTING THE CITYWIDE STRATEGIC PLAN CURATED BY THE WHITEHOUSE GROUP, INC.; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 16, 2025, City of Opa-Locka ("City") engaged The Whitehouse Group, Inc. to aid in establishing a mission and vision statement and core values for the City; and

WHEREAS, this initiative was intended to develop a strategic plan that would align with the goals of the City Commission, Appointed Officials and City staff; and

WHEREAS, through a series of collaborations, extensive analysis and feedback the City of Opa-Locka ("City") has embraced the following: Vision Statement: *We strive to be a culturally welcoming innovative gateway where everyone thrives*; Mission Statement: *To create a vibrant community for our families and businesses*; and Core Values: *Accountability, Integrity, Communication, Responsiveness, Trust and Respect*; and

WHEREAS, the Whitehouse Group, Inc. conducted a public presentation of the finalized Strategic Plan at the July 9, 2025 Regular Commission Meeting, and the City Commission expressed a desire to adopt the plan as presented; and

WHEREAS, the adoption of the Strategic Plan will also cure Finding #6 of the 99-Findings discovered during the 2019 Operational Audit conducted by the State of Florida, Office of the Auditor General; and

WHEREAS, there is no financial impact to adopt this Strategic Plan; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interests of the City and its residents to adopt the citywide Strategic Plan curated by The Whitehouse Group, Inc.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

SECTION 1. ADOPTION OF REPRESENTATIONS.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

SECTION 2. AUTHORIZATION.

The City Commission of the City of Opa-Locka hereby adopts the citywide Strategic Plan curated by The Whitehouse Group, Inc.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED and ADOPTED this_____day of_____ 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by:_____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



**City of Opa-locka
Agenda Cover Memo**

Interim City Manager:	Sha'mecca Lawson		ICM Signature:				
Commission Meeting Date:	July 23, 2025		Item Type: <i>(Enter X in the box)</i>	Resolution	Ordinance		Other
				X			
Fiscal Impact: <i>(Enter X in the box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in the box)</i>	1st Reading		2nd Reading	
			X	Public Hearing: <i>(Enter X in the box)</i>	Yes	No	Yes
				X			X
Funding Source: <i>Account#:</i>	<i>(Enter Fund & Dept.)</i>		Advertising Requirement: <i>(Enter X in the box)</i>	Yes		No	
							X
Contract/P.O. Required: <i>(Enter X in the box)</i>	Yes	No	RFP/RFQ/Bid#: N/A	N/A			
	X						
Strategic Plan Related <i>(Enter X in the box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organization ☐ Bus. & Economic Development ☒ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy:			
	X						
Sponsor Name:	City Commission		Department:	City Commission			

Short Title:
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA ADOPTING THE CITYWIDE STRATEGIC PLAN CURATED BY THE WHITEHOUSE GROUP, INC.
Staff Summary:

On January 16, 2025, City Administration engaged The Whitehouse Group to aid in establishing a mission and vision statement and core values. This initiative was intended to develop a strategic plan that would align with the goals of the City Commission, Appointed officials and city staff. Through a series of collaborations, extensive analysis and feedback the city has embraced the following:

Vision Statement: We strive to be a culturally welcoming innovative gateway where everyone thrives.

Mission Statement: To create a vibrant community for our families and businesses.

Core Values: Accountability, Integrity, Communication, Responsiveness, Trust and Respect.

The Whitehouse Group conducted a public presentation of the finalized Strategic Plan at the July 9th, 2025, and the City Commission expressed a desire to adopt the plan as presented.

The adoption of the Strategic Plan will also cure Finding #6 of the 99-Findings discovered during the 2019 Operational Audit.

Financial Impact: There is no financial impact to adopt this Strategic Plan.

Proposed Action:

Staff recommend approval of the Strategic Plan.

Attachment(s):

Strategic Plan



CITY OF OPA-LOCKA STRATEGIC PLAN

July 9, 2025





OUR STRATEGIC PLAN **AT-A-GLANCE**



VISION STATEMENT

What we are working towards

WE STRIVE TO BE A CULTURALLY WELCOMING INNOVATIVE GATEWAY WHERE EVERYONE THRIVES



MISSION STATEMENT

Why we exist

TO CREATE A VIBRANT COMMUNITY FOR OUR FAMILIES AND BUSINESSES



CORE VALUES

How we will conduct ourselves

**ACCOUNTABILITY
INTEGRITY**

**COMMUNICATION
RESPONSIVENESS**

**TRUST
RESPECT**



STRATEGIC FOCUS AREAS AND GOALS

Where we are committed to seizing growth opportunities



ECONOMIC GROWTH

We are committed to fostering a vibrant local economy by supporting small businesses, attracting new investment, and creating opportunities that promote financial stability and job growth for our residents.



INFRASTRUCTURE AND PUBLIC SAFETY

We prioritize safe, reliable, and modern infrastructure while ensuring our public safety services are well-resourced and responsive, creating a secure environment for all who live, work, and visit our city.



EFFECTIVE AND RESPONSIVE GOVERNMENT

We strive to deliver high-quality public services with efficiency, transparency, and accountability, always listening to our community and adapting to meet their evolving needs.



LONG-TERM SUSTAINABILITY AND RESILIENCE

We plan for the future by investing in sustainable practices and building resilience to economic, environmental, and social challenges to ensure a thriving city for generations to come.



CULTURAL PRESERVATION

We honor the rich history and unique identity of Opa-locka by preserving cultural assets, celebrating local heritage, and promoting the arts as a foundation for community pride and unity.



COMMUNITY ENGAGEMENT

We believe a strong city is built on active participation. We create meaningful opportunities for residents to engage with local government and contribute to shaping the future of Opa-locka.



COMMUNITY DEVELOPMENT

We enhance quality of life by supporting housing, neighborhood revitalization, and accessible resources that empower individuals and strengthen the fabric of our community.

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VISION AND MISSION
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AND GOALS

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ACKNOWLEDGEMENTS



INTRODUCTION

In a focused strategic planning retreat, the City's Elected Officials, Appointed Officials, and Department Directors came together with a shared objective: to establish a new Vision, Mission, and Core Values. These foundational elements will guide Opa-Locka's future direction, prioritizing key Strategic Focus Area goals that support the pursuit of a thriving and vibrant community.

This document serves as a compass, aiming to guide the City's efforts in pursuit of its Vision and Mission. **By aligning leadership and stakeholders under a shared direction, the Strategic Plan seeks to support informed decision-making and foster progress that benefits all residents.** It is intended to serve as a roadmap for advancing the City's priorities and aspirations over time.

HOW IS THE PLAN STRUCTURED?

1 VISION STATEMENT

Our Vision Statement reflects what the City strives to achieve for the community's future, offering a broad view of its long-term direction and aspirations.

1 MISSION STATEMENT

Our Mission Statement outlines Opa-Locka's role in serving residents and supporting the broader Vision. It helps clarify the City's purpose and provides direction for how staff engage with the community, guiding daily operations and shaping the delivery of services to residents and businesses.

6 CORE VALUES

Our Core Values represent the fundamental principles that shape how we serve the community and engage with the public.

7 STRATEGIC FOCUS AREAS

Our Strategic Focus Areas are key priorities that help advance the City's Mission and move toward its long-term Vision.

23 GOALS

Each Strategic Focus Area is supported by specific goals that guide the City's efforts in that area. These goals are intended to remain stable over time and will only be revisited in response to significant community changes or shifts in Commission priorities.

Though this document reflects our direction based on current circumstances, we recognize that real-world changes may impact the City's operations. **As a dynamic document, this Strategic Plan is designed to be updated and adapted, ensuring that our Vision, Mission, Core Values, and Goals remain aligned with the evolving needs and emerging trends of the community.**



VISION STATEMENT

What we are working towards

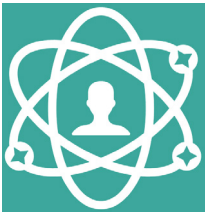
**WE STRIVE TO BE A CULTURALLY WELCOMING INNOVATIVE
GATEWAY WHERE EVERYONE THRIVES**



MISSION STATEMENT

Why we exist

**TO CREATE A VIBRANT COMMUNITY FOR OUR FAMILIES AND
BUSINESSES**



CORE VALUES

How we will conduct ourselves



ACCOUNTABILITY

We stand by our commitments and take responsibility for our actions, always working in the best interest of the community.



RESPONSIVENESS

We listen to your concerns and respond with urgency, respect, and a focus on real solutions.



INTEGRITY

We serve the public with honesty and fairness, ensuring that our decisions reflect the highest ethical standards.



TRUST

We work every day to earn and maintain your trust through transparency, consistency, and service you can count on.



COMMUNICATION

We keep our residents informed and involved through open, timely, and accessible communication.



RESPECT

We treat every resident with dignity, embracing the diverse voices and experiences that make our city strong.



STRATEGIC FOCUS AREAS AND GOALS

Where we are committed to seizing growth opportunities

At this point, the Strategic Plan begins to shift from policy and governance to action. Goals lead to Objectives, which in turn lead to deliverables, action items, and performance measures. Accordingly, each Goal is supported by one or more Objectives that contribute toward achieving the Goal. These Objectives can be found in the Strategic Plan Implementation Program (the Program). The Program is a dynamic reporting tool, designed to assist the City Manager's Office in overseeing each Department's activities and to ensure they are fulfilling the Hollywood Commission established Mission and Vision Statement.



ECONOMIC GROWTH

We are committed to fostering a vibrant local economy by supporting small businesses, attracting new investment, and creating opportunities that promote financial stability and job growth for our residents.

GOALS

- ▶ Create and diversify the local economic development
- ▶ Grow the local business landscape through targeted support and incentives
- ▶ Build sustainable tourism



INFRASTRUCTURE AND PUBLIC SAFETY

We prioritize safe, reliable, and modern infrastructure while ensuring our public safety services are well-resourced and responsive, creating a secure environment for all who live, work, and visit our city.

GOALS

- ▶ Improve transportation systems
- ▶ Create efficient and resilient infrastructure
- ▶ Enhance roadway drainage and resurfacing
- ▶ Provide effective emergency response and law enforcement



EFFECTIVE AND RESPONSIVE GOVERNMENT

We strive to deliver high-quality public services with efficiency, transparency, and accountability, always listening to our community and adapting to meet their evolving needs.

GOALS

- ▶ Enhance citizen satisfaction with government services through increased transparency and accountability
- ▶ Ensure a fiscally responsible city budget
- ▶ Establish clear performance metrics and compliance across all departments
- ▶ Cultivate technology improvements to optimize operational efficiency



LONG-TERM SUSTAINABILITY AND RESILIENCE

We plan for the future by investing in sustainable practices and building resilience to economic, environmental, and social challenges to ensure a thriving city for generations to come.

GOALS

- ▶ To optimize the stability of natural and environmental resources while reducing the negative impact to ensure the quality of life for future generations is sustainable
- ▶ Ensure economic and fiscal sustainability through responsible resource utilization
- ▶ Enhance emergency preparedness and response capacity



WARNING
NO TRESPASSING
UNAUTHORIZED PERSONS
PROHIBITED FROM ENTERING
THE CAMPUS

NO
TRESPASSING
UNAUTHORIZED PERSONS
PROHIBITED FROM ENTERING
THE CAMPUS



CULTURAL PRESERVATION

We honor the rich history and unique identity of Opa-locka by preserving cultural assets, celebrating local heritage, and promoting the arts as a foundation for community pride and unity.

GOALS

- ▶ Preserve and promote local cultural heritage
- ▶ Expand access to the arts and culture programming
- ▶ Showcase the City's rich history to attract regional tourism



COMMUNITY ENGAGEMENT

We believe a strong city is built on active participation. We create meaningful opportunities for residents to engage with local government and contribute to shaping the future of Opa-locka.

GOALS

- ▶ Increase community participation in decision-making processes
- ▶ Foster transparent communication between City leadership and the residents
- ▶ Enhance community involvement through accessible and inclusive public engagement



COMMUNITY DEVELOPMENT

We enhance quality of life by supporting housing, neighborhood revitalization, and accessible resources that empower individuals and strengthen the fabric of our community.

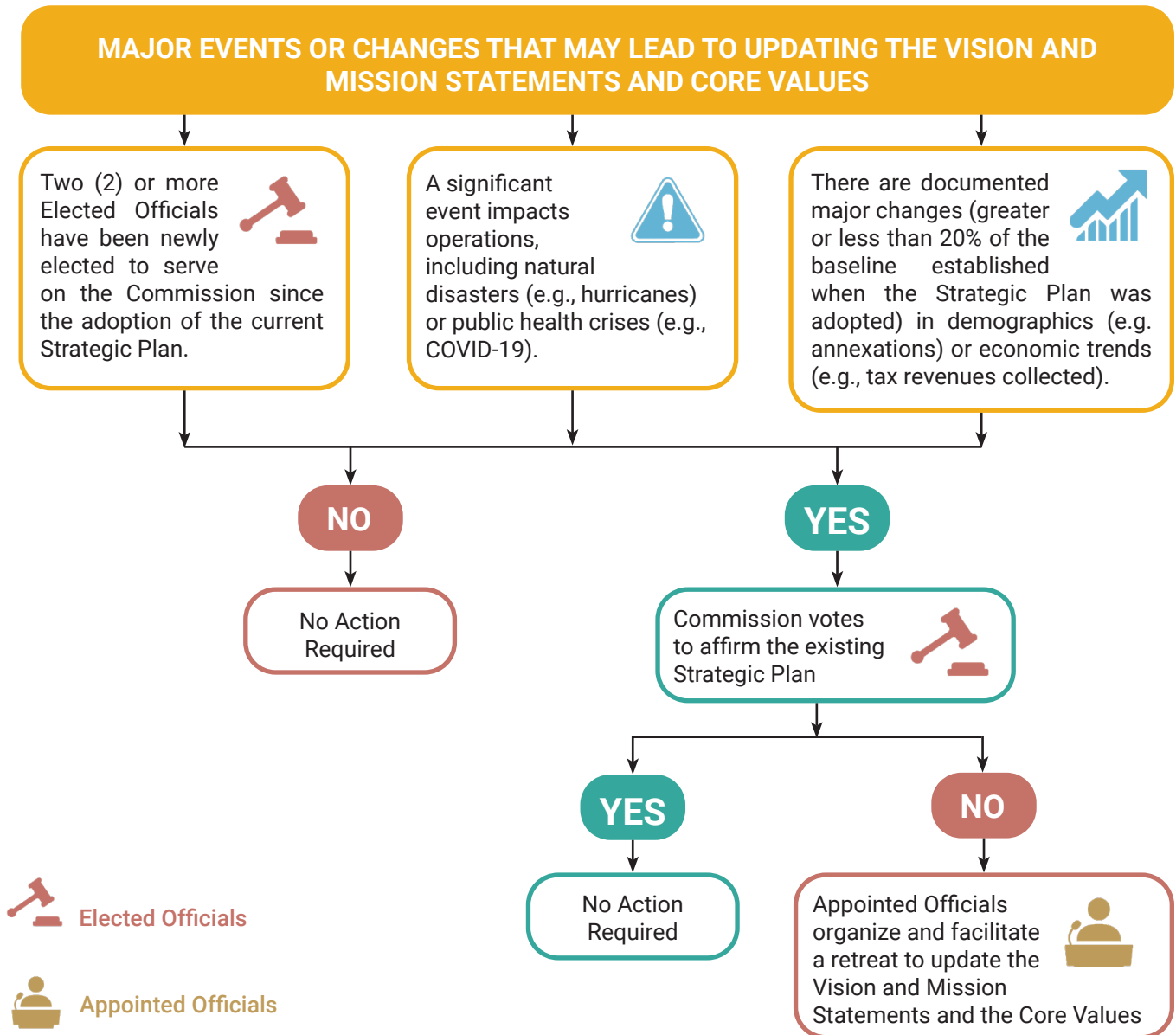
GOALS

- ▶ Develop affordable housing while maintaining environmental standards
- ▶ Improve access to housing for residents
- ▶ Strengthen social and economic opportunities for residents through equitable development



WHEN TO UPDATE

There is no set time frame (e.g., five years) for updating the Strategic Plan. Updates may occur due to major events or changes impacting the operation or makeup of the City of Opa-Locka.



EVENTS THAT MAY LEAD TO UPDATING THE STRATEGIC FOCUS AREAS AND GOALS

- The result of a Commission vote does not affirm the existing Strategic Plan.
- The performance targets established by the Appointed Officials are not satisfied within five years of the adoption of the Strategic Plan.

The Commission reserves the right to vote to change, suspend, cancel, or dispute, with or without notice, all or parts of this policy at any time.

No Appointed Official has the authority to change this policy at any time.

SPECIAL THANKS TO OUR STAKEHOLDERS

Thank you for your valuable input and participation throughout our strategic planning process



ELECTED OFFICIALS



APPOINTED OFFICIALS



DEPARTMENT DIRECTORS





Produced by



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CANCELLATION OF THE CITY'S REGULAR SCHEDULED CITY COMMISSION MEETINGS SET FOR AUGUST 13, 2025 AND AUGUST 27, 2025; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, traditionally, the City Commission of the City of Opa-Locka ("City Commission") does not conduct regular scheduled commission meeting during the month of August. This allows elected officials, city staff and residents to utilize this time to relax and reflect with family and friends during the summer season; and

WHEREAS, the City Commission desires to cancel the Regular Scheduled Commission Meeting on August 13, 2025 and August 27, 2025; and

WHEREAS, the City Commission finds that it is in the best interests of the City of the City of Opa-Locka ("City") to authorize the cancellation of the regular scheduled commission meeting of the City on August 13, 2025 and August 27, 2025.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby authorizes the cancellation of the regular scheduled commission meeting of the City on August 13, 2025 and August 27, 2025.

Section 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Interim City Manager, or the City Manager's designee, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE.

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this _____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

PASSED AND ADOPTED this _____ day of _____, 2025.

John H. Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass _____

Commissioner Santiago _____

Commissioner Ervin _____

Vice Mayor Kelley _____

Mayor Taylor _____

RESOLUTION NO. 25-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO EXPLORE AN ON-STREET PAID PARKING AND PERMIT PROGRAM, AS RECOMMENDED BY THE FEASIBILITY STUDY CONDUCTED BY SP PLUS CORPORATION D/B/A SP+ CONSULTING SERVICES ("SP PLUS"); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during the May 28, 2025, Regular Commission Meeting of the City of Opa-Locka ("City"), SP Plus Corporation d/b/a SP+ Consulting Services ("SP Plus") provided a public presentation to review and discuss the results of the parking meter feasibility study with the City Commission; and

WHEREAS, based on the findings, it was recommended that the City implement an on-street paid parking and permit program; and

WHEREAS, the Interim City Manager is directed to explore said recommendation for certain identified areas utilizing the parking occupancy outlined in data collection report; and

WHEREAS, safety and parking control viability is of paramount importance for the City; and

WHEREAS, implementation of an on-street paid parking program will present both a revenue opportunity and should also contemplate expenditures related to hardware and enforcement costs. Safety, revenues and future parking control viability should be considered as a part of the exploration related to this initiative; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interest of the City and its residents to direct the Interim City Manager to explore an On-street Paid Parking and Permit Program, as recommended in the parking meter feasibility study conducted by SP Plus Corporation d/b/a SP+ Consulting Services.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

SECTION 1. ADOPTION OF REPRESENTATIONS

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby directs the Interim City Manager to explore an On-street Paid Parking and Permit Program, as recommended in the parking meter feasibility study conducted by SP Plus Corporation d/b/a SP+ Consulting Services.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED and ADOPTED this_____ day of_____ 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Burnadette Norris-Weeks, P.A.

City Attorney

Moved by:_____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Interim City Manager:	Sha'mecca Lawson		ICM Signature:				
Commission Meeting Date:	7.23.2025		Item Type: (Enter X in box)	Resolution	Ordinance		Other
				X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X		Public Hearing: (Enter X in box)	Yes	No	Yes
			X			X	
Funding Source: Account#:	(Enter Fund & Dept.) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No					
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
		X					
Sponsor Name	Vice Mayor Kelley		Department:	City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION DIRECTING THE INTERIM CITY MANAGER TO EXPLORE AN ON STREET PAID PARKING AND PERMIT PROGRAM AS RECOMMENDED BY THE FEASIBILITY STUDY CONDUCTED BY SP PLUS.

Staff Summary:

During the May 28th, 2025, Regular Commission Meeting SP Plus provided a public presentation to review and discuss the results of the parking meter feasibility study with the City Commission. Based on the findings, it was recommended that the City implement an on-street paid parking and permit program. The Interim City Manager is directed to explore this initiative as it relates to the identified areas and parking occupancy outlined in data collection report.

Financial Impact – In addition to mitigating street parking issues, implementation of an on-street paid parking program will present both a revenue opportunity and also potential expenditures related to hardware requirements to allow drivers to register their vehicles when occupying a parking spot and enforcement costs. These revenues and costs will be developed as part the exploration of this initiative.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

SP Plus- Feasibility Study Report

+ integrity + technology + innovation + initiative + knowledge + creativity



Parking Feasibility Study to Install Parking Meters

City of Opa-Locka
Florida



a  metropolis company

Submitted to:



THE CITY OF
OPA-LOCKA
FLORIDA

April 2025

PARKING | TRANSPORTATION | FACILITY MAINTENANCE | EVENT LOGISTICS | SECURITY | CONSULTING

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Parking Feasibility Study to Install Parking Meters

City of Opa-Locka
Florida

Submitted to:



THE CITY OF
OPA-LOCKA
FLORIDA

April 2025

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A. Introduction

The City of Opa-Locka retained **SP+** Consulting Services to conduct a feasibility study for the City of Opa-Locka.

Strategic planning demands a precise understanding of where, when, and how parking needs will evolve. In the following report, **SP+** will integrate projected future demand with current trends to identify specific locations, anticipated volumes, and timing of potential parking needs. By aligning our analysis with known and projected developments, we will provide the City with actionable insights to inform targeted interventions and investments in the study area.

SP+ first analyzed parking occupancy across eight (8) street sections in the study area as determined in conjunction with the City. The study area is bounded by NW 22nd Avenue on the east side, NW 135th Street on the south side, and Sharazad on the west and north sides.

The overall study area peak occupancy is at 77%. Assuming a 90% site peak occupancy, this equal to availability of approximately 46 spaces.

In conjunction with the occupancy review, **SP+** conducted a desktop review of parking options in the project area to determine rates in comparable cities. There is currently no paid parking on-street in the City of Opa-Locka. The average on-street rate in comparable markets is \$1.89/hour. The average yearly rate for a resident permit program (for locations that have a program) is \$61.17/year.

SP+ recommends that the City consider implementing an on-street paid parking and permit parking program. It is understood that the implementation of the following recommendations may require commission approval and/or the creation of new ordinances. It is recommended that the City conduct further due diligence on the approval processes to determine next steps. Additionally, it is **SP+**'s understanding that the Miami-Dade County has shared jurisdiction over some of the streets in the study area. It is recommended that the City of Opa-Locka engage the County to determine exactly what approvals the City needs from the County to implement any of the recommendations contained within this report.

B. Data Collection

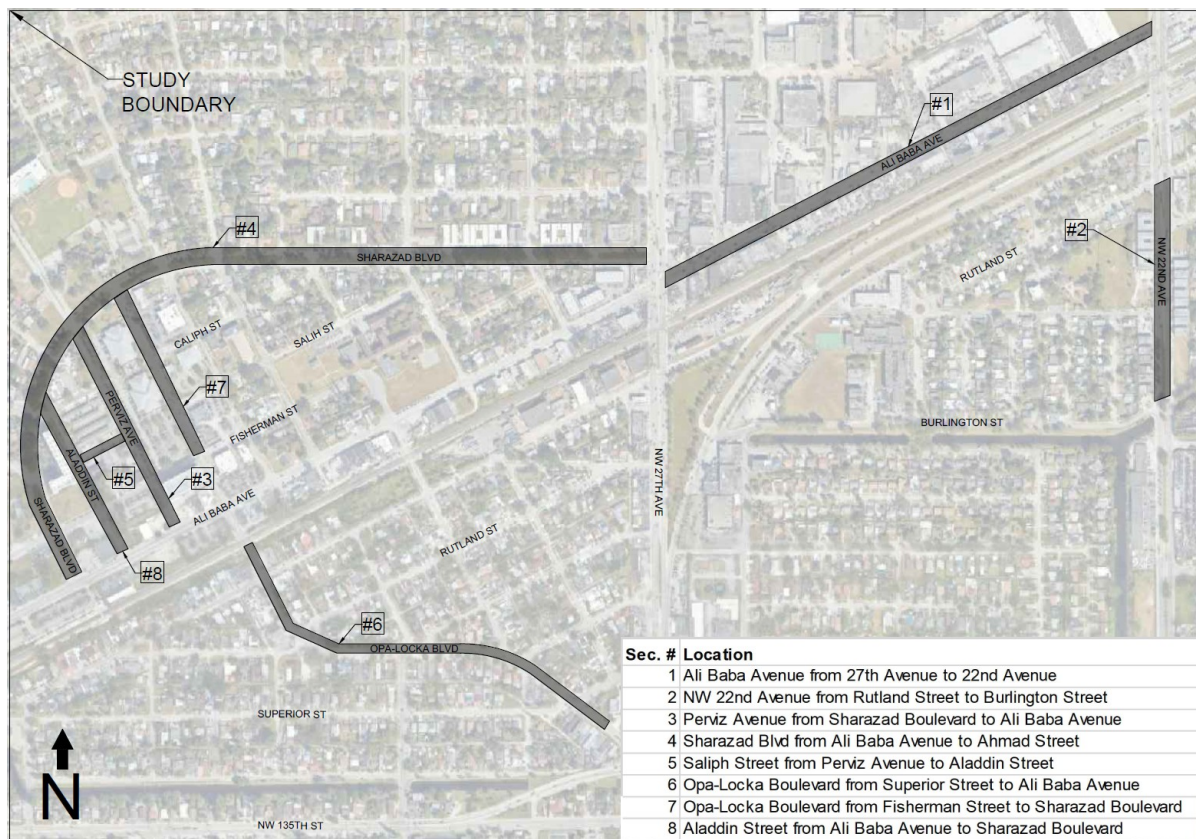
SP+ team members conducted site visits to collect existing occupancy data in eight (8) sections across the study area. Data was collected on the following dates during the morning and afternoon peaks (11 AM, 3 PM, and 8 PM):

- Saturday, March 1st
- Tuesday, March 4th
- Saturday, April 12th
- Tuesday, April 22nd

The study sections are as follows and can be seen in **Figure 1**:

1. Ali Baba Avenue from 27th Avenue to 22nd Avenue
2. NW 22nd Avenue from Rutland Street to Burlington Street
3. Perviz Avenue from Sharazad Boulevard to Ali Baba Avenue
4. Sharazad Boulevard from Ali Baba Avenue to Ahmad Street (south side only)
5. Salih Street from Perviz Avenue to Aladdin Street (west side only)
6. Opa-Locka Boulevard from Superior Street to Ali Baba Avenue
7. Opa-Locka Boulevard from Fisherman Street to Sharazad Boulevard
8. Aladdin Street from Ali Baba Avenue to Sharazad Boulevard

Figure 1: Study Area Sections



The data collected from the site visits is summarized in the following section of this report. The information provided offers a general understanding of the current parking availability in the City of Opa-Locka.

Parking Supply

The supply for each of the eight (8) sections can be seen below in **Table 1**.

Table 1: Supply (by Section)

Section #	Section Name	# of Spaces	Notes
1	Ali Baba – 27 th to 22 nd	82	
2	NW 22 nd – Rutland to Burlington	85	
3	Perviz – Sharazad to Ali Baba	54	
4	Sharazad – Ali Baba to Ahmad	15	South Side Only – Not officially striped
5	Salih – Perviz to Aladdin	15	West Side Only
6	Opa-Locka – Superior to Ali Baba	67	
7	Opa-Locka – Fisherman to Sharazad	25	
8	Aladdin – Ali Baba to Sharazad	12	
Total		355	-

There was found to be a total available supply of approximately 355 spaces in the study area.

Parking Occupancy

As previously outlined, during the site visit, parking supply numbers were gathered at the existing on-street parking available in the study area. Additionally, the number of vehicles parked in those spaces over the course of the two days were reported to determine a percent occupied (utilization). Occupancy data provides concrete information to determine parking availability.

The counts were collected at 11 AM, 3 PM, and 8 PM on Saturday, March 1st, Saturday, April 12th, Tuesday, March 4th, and Tuesday, April 22nd. The purpose of conducting the counts was to gauge the current utilization of parking in Downtown and to further use this data to conduct the parking demand analysis. Vehicles parked during a given time period divided by the total number of spaces is occupancy. Parking occupancies of 85-90% are considered the highest acceptable target (fully occupied) because further occupancy requires parkers to search for an open spot for long periods of time. Occupancies above 100% are only possible when vehicles park illegally or in unofficial spaces. High occupancies in one area combined with lower occupancies nearby usually indicate an opportunity for redistributing the demand via parking program strategies.

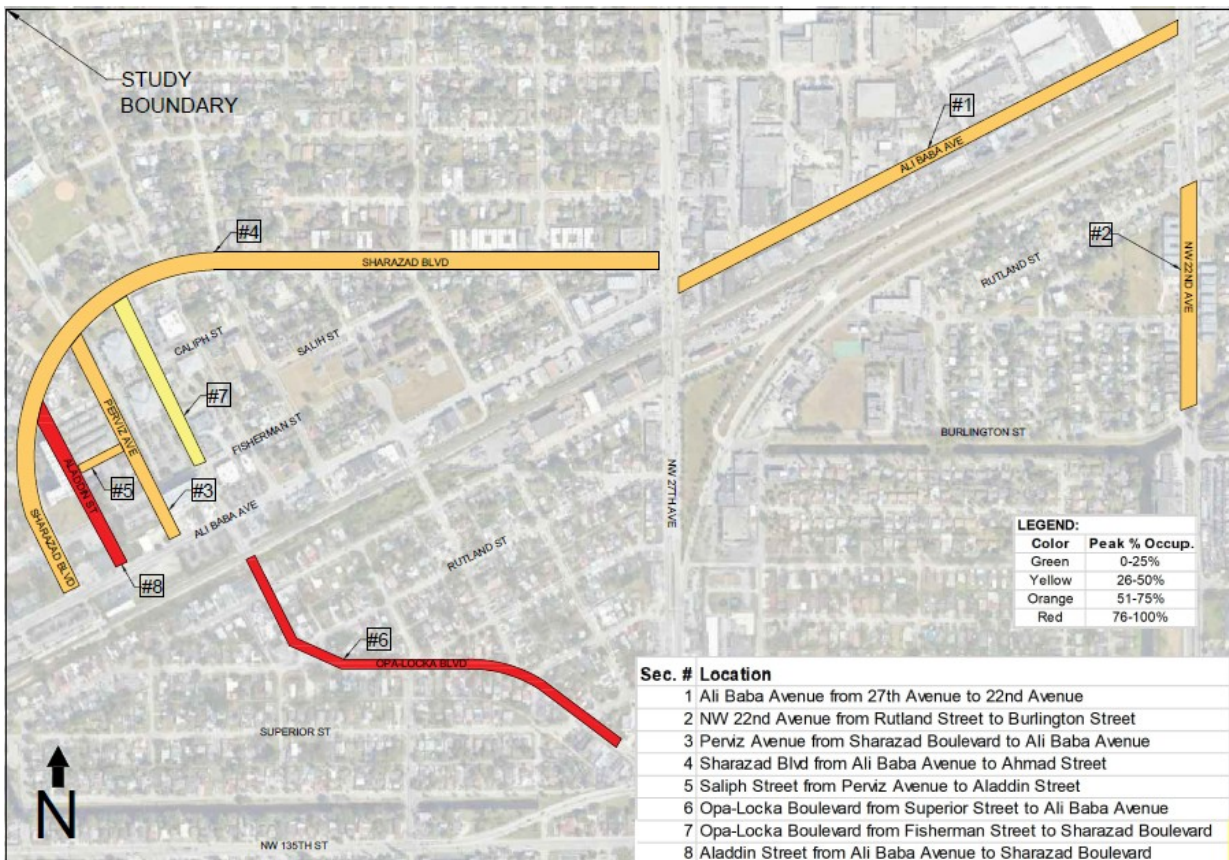
A summary of the occupancy data at each location that data was collected can be found below in **Table 2** and **Figure 2**. The raw data can be found in **Appendix A**.

Table 2: Occupancy (by Section)

Section #	Section Name	Peak Occupancy
1	Ali Baba – 27 th to 22 nd	120%
2	NW 22 nd – Rutland to Burlington	81%
3	Perviz – Sharazad to Ali Baba	74%
4	Sharazad – Ali Baba to Ahmad	67%
5	Salih – Perviz to Aladdin	133%
6	Opa-Locka – Superior to Ali Baba	84%
7	Opa-Locka – Fisherman to Sharazad	60%
8	Aladdin – Ali Baba to Sharazad	133%
Peak System Occupancy		77%

The overall study area peak occupancy is at 77%. Assuming a 90% site peak occupancy, this equal to availability of approximately 46 spaces.

Figure 2: Occupancy (by Section)



C. Financial Analysis

To determine a reasonable proposed rate structure, a market rate survey was completed. This consists of researching current parking rates in comparable municipalities. The **SP+** team identified and evaluated on street rates and permit programs for six (6) other municipalities as part of this exercise. The rate study can be seen in **Table 3**.

As can be seen in the table, the average on-street rate in comparable markets is \$1.89/hour. The average yearly rate for a resident permit program (for locations that have a program) is \$61.17/year.

Table 3: Rate Survey

City/Municipality	Population	On Street Rate	Permit Program
Bonita Springs	56,229	\$2/hr	\$60/yr
Lake Worth Beach	43,346	\$3/hr	\$70/yr
Hallandale Beach	41,547	\$2/hr	Reduced hourly rate
Panama City	35,660	\$2/hr	N/A
Englewood	19,385	\$0.75/hr	\$53.50/yr
Maitland	19,215	\$1/hr	N/A
Opa-Locka	15,794	Free	N/A
Average		\$1.79	N/A

SP+ recommends that the City of Opa-Locka consider rates that are within the range the of rates in comparable cities.

D. Recommendations

The following section describes the recommendations for the City of Opa-Locka. In order to encourage space turnover in key locations and alleviate unwanted street parking, **SP+** recommends that the City consider implementing an on-street paid parking and permit parking program. It is understood that the implementation of the following recommendations may require commission approval and/or the creation of new ordinances. It is recommended that the City conduct further due diligence on the approval processes to determine next steps.

Paid Parking Program

SP+ recommends that a paid parking program be implemented in the City of Opa-Locka. Although the areas of implementation may be increased at a later time, it is recommended that the City begin with implementation at the following street sections surrounding the historic City Hall:

3. Perviz Avenue from Sharazad Boulevard to Ali Baba Avenue
4. Sharazad Boulevard from Ali Baba Avenue to Ahmad Street (south side only)
5. Salih Street from Perviz Avenue to Aladdin Street (west side only)
6. Opa-Locka Boulevard from Superior Street to Ali Baba Avenue
7. Opa-Locka Boulevard from Fisherman Street to Sharazad Boulevard
8. Aladdin Street from Ali Baba to Sharazad Boulevard

Based on the rate survey conducted in the previous section, **SP+** recommends that the City begin with a \$1/hour rate with a maximum of four (4) hour stay. This would be in place and enforced Monday through Saturday, 8 AM – 6 PM.

SP+ suggests that to collect payment, the City contract with a mobile app parking company such as ParkMobile or SpotHero, etc. Patrons can scan a QR code or enter a zone # and pay for their parking session in the app or on the company website. Examples of payment signage can be seen in **Figure 3** below.

Figure 3: Pay to Park Signage Example



If the City wishes to have additional methods of payment, we recommend that one (1) pay station is installed per block in each section to allow for additional payment methods. The overall capital investment is low for the City as the actual infrastructure (limited pay stations and signage) is limited. It is estimated that 10 pay stations and 75 payment signs would be needed across the study area. At an estimated cost of \$7,000 per pay station and \$30 per sign, the total estimated capital investment is \$72,250.

Permit Program

In addition to implementing a paid parking program around the renovated historic City Hall, it is recommended that a permit-only parking zone is implemented in the remaining two (2) study sections:

1. Ali Baba Avenue from 27th Avenue to 22nd Avenue
2. NW 22nd Avenue from Rutland Street to Burlington Street

The proposed program would include residential and business permit options. Based on the rate survey previously conducted, it is recommended that the residential permit costs \$50/year and that the business permit is \$30/month. This program would require physical permits to be displayed on vehicles (permits linked to license plate numbers) to be able to park legally on the street in these areas. This would allow for easier enforcement of the permits and citation writing for those in non-compliance. Examples of permits and relevant signage can be seen in **Figure 3** below.

Figure 4: Permits and Permit Signage Example



Additional Findings and Recommendations

Along with the recommendations contained within this section, it is also recommended that the City implement a street sweeping ordinance to clarify the times of cleaning and to ensure that there is a fine associated with non-compliance. With this, signage should be installed throughout the study section to allow for full transparency.

Lastly, for all of the recommendations in this section, enforcement of the policies is paramount. We recommend that the hours of enforcement match the hours of paid parking and that citation amounts are set to discourage non-compliant behavior.

E. Appendices

Appendix A: Data Collection Summary

Opa-locka Counts	Total Spaces	Saturday (3/1)			Tuesday (3/4)			Saturday (4/12)			Tuesday (4/22)			Peak
		11:00 AM	3:00 PM	8:00 PM	11:00 AM	3:00 PM	8:00 PM	11:00 AM	3:00 PM	8:00 PM	11:00 AM	3:00 PM	8:00 PM	
1 Ali-Baba from 27th Avenue to 22nd Avenue	82	69	90	76	51	59	82	73	98	75	87	53	60	98
2 NW 22nd Avenue from Rutland Street to Burlington Street	85	50	62	45	67	53	39	38	69	45	47	56	62	69
3 Perviz Avenue from Sharazad Blvd to Ali Baba Avenue	54	40	29	25	36	37	24	33	25	38	26	31	30	40
4 Shahrazad Blvd from Ali-Baba Avenue to Ahmad Street (South side only)	15	5	4	6	5	5	4	7	2	4	8	7	10	10
5. Salih Street from Perviz to Aladdin (West side only)	15	13	17	14	13	15	15	12	10	20	13	18	11	20
6 Opa-Locka Boulevard - From Superior to Ali Baba	67	55	43	45	37	29	44	46	49	50	47	39	56	56
7 Opa-Locka BoulevardFrom Fisherman to Sharazad - School zone not actual parking	25	N/A	N/A	N/A	N/A	N/A	N/A	2	4	1	12	15	8	15
8 Aladdin from Ali Baba Avenue to Sharazad Blvd	12	N/A	N/A	N/A	N/A	N/A	N/A	13	12	15	16	11	14	16

	Saturday (3/1)	Saturday (3/1)	Saturday (3/1)	Tuesday (3/4)	Tuesday (3/4)	Tuesday (3/4)	Saturday (4/12)	Saturday (4/12)	Saturday (4/12)	Tuesday (4/22)	Tuesday (4/22)	Tuesday (4/22)
	11:00 AM	3:00 PM	8:00 PM	11:00 AM	3:00 PM	8:00 PM	11:00 AM	3:00 PM	8:00 PM	11:00 AM	3:00 PM	8:00 PM
1	84%	93%	93%	62%	72%	100%	89%	120%	91%	106%	65%	73%
2	59%	73%	53%	79%	62%	46%	45%	81%	53%	55%	66%	73%
3	74%	54%	46%	67%	69%	44%	61%	46%	70%	48%	57%	56%
4	33%	27%	40%	33%	33%	27%	47%	13%	27%	53%	47%	67%
5	87%	113%	93%	87%	100%	100%	80%	67%	133%	87%	120%	73%
6	82%	64%	67%	55%	43%	66%	69%	73%	75%	70%	58%	84%
7	N/A	N/A	N/A	N/A	N/A	N/A	8%	16%	4%	48%	60%	32%
8	N/A	N/A	N/A	N/A	N/A	N/A	108%	100%	125%	133%	92%	117%

+ integrity + technology + innovation + initiative + knowledge + creativity



Alexis (Grainger) Schueler, PE
Director, SP+ Consulting
480-200-2458
agrainger@spplus.com

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RESOLUTION NO. 25-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPALOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO EXPLORE A STREET SWEEPING ORDINANCE, AS RECOMMENDED WITHIN THE FEASIBILITY STUDY CONDUCTED BY SP PLUS CORPORATION D/B/A SP+ CONSULTING SERVICES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during the May 28th, 2025, Regular Commission Meeting of the City of Opa-Locka ("City"), SP Plus Corporation d/b/a SP+ Consulting Services ("SP Plus") provided a public presentation to review and discuss the results of the parking meter feasibility study with the City Commission; and

WHEREAS, based on the findings, it was recommended that the City implement a street sweeping ordinance; and

WHEREAS, there is no financial impact associated with the development of a street sweeping ordinance. Potential fine revenue and enforcement costs may be associated if the ordinance adopted results in the prohibition of parking in certain areas on certain days to facilitate thorough street sweeping; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interest of the City and its residents to direct the Interim City to research and explore the implementation of a street sweeping ordinance, as outlined in the parking meter feasibility study conducted by SP Plus Corporation d/b/a SP+ Consulting Services.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

SECTION 1. ADOPTION OF REPRESENTATIONS

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby directs the Interim City Manager to research and explore the implementation of a street sweeping

ordinance, as outlined in the parking meter feasibility study conducted by SP Plus Corporation d/b/a SP+ Consulting Services.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED and ADOPTED this_____day of_____ 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by:_____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



**City of Opa-locka
Agenda Cover Memo**

Interim City Manager:	Sha'mecca Lawson		ICM Signature:				
Commission Meeting Date:	7.23.2025		Item Type: (Enter X in box)	Resolution	Ordinance	Other	
				X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X	Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X		X
Funding Source: Account#:	(Enter Fund & Dept.) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No					
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X		Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐				
Sponsor Name	Vice Mayor Kelley		Department:	City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION DIRECTING THE INTERIM CITY MANAGER TO EXPLORE A STREET SWEEPING ORDINANCE AS RECOMMENDED WITHIN THE FEASIBILITY STUDY CONDUCTED BY SP PLUS.

Staff Summary:

During the May 28th, 2025, Regular Commission Meeting SP Plus provided a public presentation to review and discuss the results of the parking meter feasibility study with the City Commission. Based on the findings, it was recommended that the City implements a street sweeping ordinance. The Interim City Manager is directed to research and explore the implementation of this citywide resource as outlined in feasibility study.

Financial Impact – There is no financial impact associated with development of a street sweeping ordinance, To the extent that the resultant ordinance results in prohibition of parking in certain areas on certain days to facilitate thorough street sweeping, there would be potential fine revenue and enforcement costs.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

RESOLUTION NO. 25-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO DEVELOP A FORECLOSURE PROCESS FOR CERTAIN PROPERTIES WITH SIGNIFICANT CODE ENFORCEMENT LIENS, WHEN IN THE BEST INTERESTS OF THE CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, liens have been placed on properties throughout the City of Opa-Locka ("City") because of property owners' non-compliance with the City of Opa-Locka Code of Ordinances and Zoning Code; and

WHEREAS, some of the liens represent substantial amounts while the properties sit unmaintained; and

WHEREAS, the City Commission the City of Opa-Locka adopted Ordinance 2025-09, which required the registration of abandoned and vacant foreclosure properties; and

WHEREAS, the City Commission the City of Opa-Locka further adopted Ordinance 25-062 to piggyback the City of Jacksonville's Request for Proposals (RFP) #ESC -0258 to obtain Registration of Foreclosed and Vacant Properties Services; and

WHEREAS, Section 162.09, Florida Statutes authorizes the City to take the necessary steps to foreclose on real or personal property; and

WHEREAS, the City of Opa-Locka has identified numerous properties where significant Code Enforcement liens have accumulated and the City desires to establish a process for foreclosure in cases where the value of the property exceeds the fees and it is otherwise in the best interests of the City to foreclose; and

WHEREAS, the foreclosure process is the initial step in facilitating the transfer of blighted properties to new ownership motivated to restore the properties to community standards while allowing the City to collect some portion of the outstanding fines; and

WHEREAS, as a part of the development of the foreclosure process, the Interim City Manager shall provide a prioritized list of blighted properties where foreclose would be appropriate following a lien search, title search, property appraisal, survey and cost analysis as to whether it is in the best interests of the City to foreclose; and

WHEREAS, following a documented due diligence review the properties shall be brought back to the City Commission for litigation approval; and

WHEREAS, the Interim City Manager shall work together with the City Attorney to facilitate the foreclosure process after the due diligence review; and

WHEREAS, the City Commission has determined that directing the Interim City Manager to develop a foreclosure process to initiate foreclosure proceedings on prioritized properties following a due diligence review is in the best interest of the City of Opa-Locka.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, hereby directs the Interim City Manager to develop a foreclosure process to initiate foreclosure proceedings on prioritized properties with outstanding code enforcement liens when in the best interests of the City, and following a documented due diligence analysis to include the performance of a lien search, title search, property appraisal, survey and cost analysis.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this ____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-locka **Agenda Cover Memo**

Interim City Manager:	Sha'mecca Lawson		ICM Signature:				
Commission Meeting Date:	7.23.2025		Item Type: (Enter X in box)	Resolution X	Ordinance		Other
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
	X		Public Hearing: (Enter X in box)	Yes	No X	Yes	No X
Funding Source: Account# :	(Enter Fund & Dept) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes		No X	
Contract/P.O. Required: (Enter X in box)	Yes	No X	RFP/RFQ/Bid#:				
Strategic Plan Related (Enter X in box)	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
Sponsor Name	Vice Mayor Kelley		Department:	City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OP A- LOCKA, FLORIDA DIRECTING THE INTERIM CITY MANAGER TO DEVELOP AND/OR INITIATE THE FORECLOSURE PROCESS ON PROPERTIES IN THE CITY WITH OUTSTANDING CODE ENFORCEMENT LIENS, CITATIONS, AND VIOLATIONS.

Staff Summary:

The City's Administration and Code Enforcement Department have identified numerous properties within the City that have accumulated significant Code Enforcement liens, which in many cases the fees exceed the current values of the properties. The foreclosure process is the initial step in facilitating the transfer of blighted properties to new ownership motivated to restore the properties to community standards while allowing the City to collect some portion of the outstanding fines. The City Commission adopted Ordinance 2025-09 which required the registration of abandoned and vacant foreclosure properties.

As a part of the development or initiation of the foreclosure process, staff will provide a prioritized list of blighted properties which will most quickly benefit the City by their removal through foreclosure. In conjunction the Interim City Manager and the City Attorney shall work in tandem to facilitate the process.

Financial Impact -The collection of some portion of the outstanding fines as properties are foreclosed will more than offset anticipated foreclosure costs.

Proposed Action:

It is recommended the City Commission approve legislation directing the Interim City Manager to develop and or initiate the foreclosure process.

Attachment:

Ordinance 2025-09

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SELECTING SHA'MECCA LAWSON AS THE PERMANENT CITY MANAGER, SUBJECT TO A NEGOTIATED EMPLOYMENT AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 24-142, Sha'mecca Lawson was appointed Interim City Manager for a period not to exceed ninety (90) days. During the Regular Commission Meeting of January 22, 2025, the appointment period was later extended to September 1, 2025, through passage of Resolution No. 25 -007; and

WHEREAS, the City Commission may establish a five (5) member search committee for the purpose of soliciting, screening and recommending candidates for the positions of City Manager, City Attorney and City Clerk; and

WHEREAS, the City Commission has determined that a selection committee is not necessary due to the familiarity with Sha'mecca Lawson as the proposed selection for City Manager. Further, pursuant to passage of Ordinance 2025-18, nothing prevents the direct selection of a City Manager by a majority vote of the City Commission; and

WHEREAS, Ms. Lawson began her career with the City of Opa-Locka on July 14, 2000. During her tenure, she has served in various capacities ranging from Executive Secretary, Assistant City Clerk, Special Assistant to City Manager, Assistant City Manager and Interim City Manager; and

WHEREAS, the City Commission desires to appoint Sha'mecca Lawson as the permanent City Manager, subject to a negotiated employment agreement to be negotiated between Sha'mecca Lawson and the City Mayor.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

Resolution No. _____

Section 1. Recitals. The recitals to the preamble herein are incorporated by reference.

Section 2. Appointment of City Manager. The City hereby appoints Ms. Sha'mecca Lawson as the permanent City Manager, subject to a negotiated employment agreement to be negotiated between Sha'Mecca Lawson and the City Mayor.

Section 3. Scrivener's Errors.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. Effective Date

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this ____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Resolution No. _____

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



**City of Opa-locka
Agenda Cover Memo**

Interim City Manager:	Sha'mecca Lawson		ICM Signature:		
Commission Meeting Date:	7.23.2025		Item Type: (Enter X in box)	Resolution X	Ordinance
Fiscal Impact: (Enter X in box)	Yes 	No X	Ordinance Reading: (Enter X in box)	1st Reading 	
			Public Hearing: (Enter X in box)	Yes 	No X
Funding Source: Account#:	(Enter Fund & Dept.) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes 	No X
Contract/P.O. Required: (Enter X in box)	Yes 	No X			
Strategic Plan Related (Enter X in box)	Yes X	No 	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
Sponsor Name	Commissioner Santiago		Department:	City Commission	

Short Title:

A RESOLUTION OF THE CITY COMMISSION APPOINTING SHA'MECCA LAWSON AS THE CITY MANAGER.

Staff Summary:

Pursuant to Resolution No. 24-142, Sha'mecca Lawson was appointed Interim City Manager for a period not to exceed 90 days. During the Regular Commission Meeting on January 22nd, 2025, the appointment period was extended to until September 1, 2025 (Resolution No. 25-007). The sponsor desires for Ms. Lawson to be appointed as the permanent City Manager.

Ms. Lawson began her career with the City on July 14, 2000. During her tenure, she has served in various capacities ranging from Executive Secretary, Assistant City Clerk, Special Assistant to City Manager and Assistant City Manager. She has proven to be well- rounded and possess extensive knowledge of municipal government and the qualities for exemplary leadership.

Financial Impact – The Financial Impact will be determined by the terms of the contract as agreed to by the City Commission and Ms. Lawson.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

Sponsored by: Vice-Mayor Ervin

RESOLUTION NO. 24-142

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPOINTING SHA'MECCA LAWSON AS INTERIM CITY MANAGER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at a Special Meeting held on October 16, 2024, the City Commission of the City of Opa-Locka, Florida ("City Commission") voted to terminate Darvin E. Williams as the City Manager; and

WHEREAS, the City Commission desires to appoint Sha'mecca Lawson as the Interim City Manager for a term not to exceed ninety (90) days; and

WHEREAS, the salary and benefits of employment for the position of Interim City Manager shall be the same as the immediate prior City Manager and there shall be no outside employment associated with the position; and

WHEREAS, Sha'mecca Lawson shall have all powers and duties of an Interim City Manager, for a temporary period, and shall perform other functions pursuant to the City's Code of Ordinances, policies and regulations.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

Section 1. **Recitals.** The recitals to the preamble herein are incorporated by reference.

Section 2. **Appointment of Interim City Manager.** The City Commission of the City of Opa-Locka hereby confirms the appointment of Sha'mecca Lawson as the Interim City Manager for the City of Opa-Locka, effective immediately.

Section 3. **Scrivener's Errors.** Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Attorney or designee, without need of public hearing by filing a corrected copy of the same with the City Clerk.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 16th day of October, 2024.



John H. Taylor Jr., Mayor

ATTEST:


Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Commissioner Williams

Seconded by: Vice Mayor Ervin

VOTE:	3-0
Commissioner Bass	NOT PRESENT
Commissioner Kelley	NOT PRESENT
Commissioner Williams	YES
Vice Mayor Ervin	YES
Mayor Taylor	YES

Sponsored by: City Commission

RESOLUTION NO. 25-007

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, EXTENDING THE APPOINTMENT PERIOD FOR SHA'MECCA LAWSON AS INTERIM CITY MANAGER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at a Special Meeting held on October 16, 2024, the City Commission of the City of Opa-Locka, Florida ("City Commission") voted to terminate Darvin E. Williams as the City Manager; and

WHEREAS, at its Special Meeting, the City Commission also appointed Sha'mecca Lawson as the Interim City Manager for a term not to exceed ninety (90) days; and

WHEREAS, the City Commission now desires to extend the appointment period of the Interim City Manager to September 1, 2025; and

WHEREAS, Mrs. Lawson shall continue to have all powers and duties of an Interim City Manager, for the extended temporary period, and shall perform other necessary functions pursuant to the City's Code of Ordinances, policies and regulations.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

Section 1. **Recitals.** The recitals to the preamble herein are incorporated by reference.

Section 2. **Extending Appointment of Interim City Manager.** The City Commission of the City of Opa-Locka hereby extends the appointment of Sha'mecca Lawson as the Interim City Manager for the City of Opa-Locka.

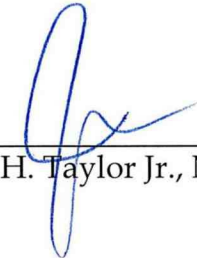
Section 3. **Scrivener's Errors.** Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Attorney or designee, without need of public hearing by filing a corrected copy of the same with the City Clerk.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 22nd day of January 2025.

ATTEST:


Joanna Flores, City Clerk



John H. Taylor Jr., Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**



Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Commissioner Kelley

Seconded by: Commissioner Bass

VOTE: 5-0

Commissioner Bass	YES
Commissioner Ervin	YES
Commissioner Santiago	YES
Vice Mayor Kelley	YES
Mayor Taylor	YES

1st Reading/Public Hearing:

2nd Reading/Public Hearing:

Adopted:

Effective Date:

Sponsored By: Interim City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH SFSE LLC d/b/a SOUTH FLORIDA SCHOOL OF EXCELLENCE TO OCCUPY RENTAL SPACE AT 780 FISHERMAN STREET (SUITE 335); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 2025-01, the City of Opa-Locka ("City") entered into an agreement with SFSE d/b/a South Florida School of Excellence ("Tenant") to occupy space within the Municipal Complex; and

WHEREAS, the South Florida School of Excellence currently utilizes the second-floor space to operate an educational facility that offers services for special education, gifted and autistic students; and

WHEREAS, Due to a recent need for additional space, the school is now requesting to occupy Suite 335 (approximately 3,646 square feet) located on the third floor for a two-year term. The agreement term is anticipated to begin on August 1, 2025, and end on July 31, 2027; and

WHEREAS, SFSE desires to continue its current lease of the space at 780 Fisherman Street, specifically Suites 210, 220, and 250, unrelated to the new lease contemplated herein; and

WHEREAS, it is the desire of the City Commission to execute a lease agreement for a two-year period for Suite 335, within the Municipal Complex; and

WHEREAS, the two (2) year lease will generate approximately Nine Thousand, Eight Hundred Sixty-Three Dollars and Thirty-Eight Cents (\$9,863.38) in revenue for Fiscal Year 2024-2025 and Fifty-Nine Thousand, One Hundred Eighty Dollars and Twenty-Eight Cents (\$59,180.28) for Fiscal Year 2025-2026. These funds will assist in supporting the operations of the Town Center facility; and

WHEREAS, Tenant shall also be responsible for a Proportionate Share of 4.72% of space in calculating the monthly rent; and

WHEREAS, the City desires to enter into a Lease Agreement with SFSE for a portion of the property located at 780 Fisherman Street (Suite 335), in the City of Opa-Locka, pursuant to the terms and conditions set forth in the Lease Agreement, attached hereto as Exhibit "A"; and

WHEREAS, the City Commission of the City of Opa-Locka has determined that entering into the Lease Agreement is in the best interest of the residents of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS ADOPTED

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the Interim City Manager to execute a lease agreement, attached hereto as Exhibit "A", with SFSE LLC d/b/a South Florida School of Excellence for space located at 780 Fisherman Street (Suite 335), under the terms and conditions set forth in Exhibit "A" hereto.

SECTION 3. SCRIVENER'S ERRORS

Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. CONFLICT & REPEALER

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

SECTION 5. SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



**City of Opa-locka
Agenda Cover Memo**

Interim City Manager:	Sha'mecca Lawson		ICM Signature:			
Commission Meeting Date:	7.23.2025		Item Type: (Enter X in box)	Resolution	Ordinance	Other
					X	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading
	X					
				Public Hearing: (Enter X in box)	Yes	No
				X		X
Funding Source: Account#:	(Enter Fund & Dept) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes		No
						X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:			
		X				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)		
		X				
Sponsor Name	Interim City Manager		Department:	City Manager		

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH SFSE LLC DBA SOUTH FLORIDA SCHOOL OF EXCELLENCE FOR RENTAL SPACE LOCATED WITHIN THE MUNICIPAL COMPLEX FOR A PERIOD OF TWO YEARS.

Staff Summary:

Pursuant to Ordinance No. 2025-01, the city entered into an agreement with SFSE dba South Florida School of Excellence to occupy Suites 210, 220 and 250 within the Municipal Complex. The South Florida School of

Excellence currently utilizes the second-floor space to operate an educational facility that offers services for special education, gifted and autistic students. This agreement commenced on February 1, 2025, and will terminate on January 31, 2027.

Due to a recent need for additional space, the school is now requesting to occupy Suite 335 (approximately 3,646 square feet) located on the third floor for a two-year term. The agreement term is anticipated to begin on August 1, 2025, and end on July 31, 2027.

Financial Impact – The lease will generate approximately \$9,863.38 in revenue for FY 2025 and \$59,180.28 for FY 2026. These funds will assist in supporting the operations of the Town Center facility.

Proposed Action:

Staff recommend the City Commission authorize the Interim City Manager to execute this lease agreement.

Attachment:

Draft Lease Agreement
Ordinance 2025-01

Lease Agreement

SFSE LLC d/b/a/ South Florida School of Excellence

DATE OF LEASE COMMENCEMENT:

As of August 1, 2025

- A. LANDLORD:** City of Opa-locka
780 Fisherman Street
Opa-locka, Florida 33054
- B. TENANT:** SFSE LLC d/b/a South Florida School of Excellence
- C. ADDRESS OF LEASED PREMISES:** 780 Fisherman Street, Ste. 335
Opa-locka, Florida 33054
- D. LEASED PREMISES:** 3,646 rentable sq. ft.
- E. LEASE DATE:** August 1, 2025
- F. LEASE TERM:** Two (2) years
- G. RENT:** Suite 335 (3,646 sq. ft.) Base rent is \$15.50 per sq. ft. The rent shall be \$ 4,709.41 per month for year one (\$56,513.00 per year).
- Base rent will be increased by 3% each year.
- Tenant is also responsible for paying their Proportionate Share which is 4.72% of the monthly rent.

**H. COMMON AREA
MAINTENANCE, TAXES
AND INSURANCE:**

Landlord will insure the building and will maintain in good repair the building and all common areas, including the parking areas, sidewalks and exterior landscaped areas. Commencing on August 1, 2025, Tenant will pay its prorate share of increases in Landlord's cost for real estate taxes, insurance, management fees, utilities and common area maintenance over a base year of 2024. Such charges shall be payable in equal monthly installments on the first day of each month and will be adjusted annually, such adjustment to be effective as of February 1 of each year. Tenant shall pay for all electricity used at the premises, which shall be separately metered in Tenant's name.

I. PARKING:

Landlord shall provide sufficient parking for Tenant's intended use.

**J. LANDLORD SERVICES DURING
THE TERM:**

Landlord shall perform the following during the Term.

- Cleaning and janitorial services will be provided in the common areas of the building.
- Maintenance and repair of the exterior of the Building and the Building grounds, including shrubbery and the parking lot area.
- Security service for the Building.

K. REPAIRS:

Except as otherwise provided in Article 7, Landlord shall make such repairs to the roof, exterior walls, floor slabs and common facilities of the Building as may be necessary to keep them in serviceable condition.

LEASE AGREEMENT

**DATE OF LEASE
EXECUTION:
As of August 1, 2025**

ARTICLE 1 REFERENCE DATA

- 1.1 SUBJECTS REFERRED TO: Each reference in this Lease to any of the following terms shall incorporate the data stated for that subject in this Section
 - 1.1.1 LANDLORD: City of Opa-locka
 - 1.1.2 MANAGING AGENT: City of Opa-locka, 780 Fisherman Street, Opa-locka, Florida 33054
 - 1.1.3 TENANT: SFSE LLC d/b/a South Florida School of Excellence
 - 1.1.4 TENANT'S ADDRESS (FOR NOTICE & BILLING): The Premises
 - 1.1.5 LOT: The parcel of land at 780 Fisherman Street, Opa-locka, Florida 33054, on which the Building is located
 - 1.1.6 TENANT'S SPACE: Suite 335 located on the third floor of the building, as shown on the floor plan attached hereto as Exhibit A
 - 1.1.7 RENTABLE FLOOR AREA OF TENANT'S SPACE: Approximately 3,646 square feet
 - 1.1.8 TENANT'S PROPORTIONATE SHARE: 4.72%
 - 1.1.9 TENANT: The Tenant will be responsible for paying property taxes on its condominium units to the City in the amount not to exceed \$25,000.
 - 1.1.10 EFFECTIVE DATE: The date of lease execution set forth on the first page hereof.
 - 1.1.11 TERM COMMENCEMENT DATE: August 1, 2025

TERM EXPIRATION DATE: July 31, 2027
 - 1.1.12 ANNUAL AND MONTHLY BASE RENT INSTALLMENTS: Base rent and Proportionate Share is due on the first day of each month.

1.1.13 PERMITTED USE: School

1.1.14 BROKERS: None

1.2 EXHIBITS AND SCHEDULES: The exhibits and schedules listed below in this Section are incorporated in this Lease by reference and are to be constructed as part of this Lease.

EXHIBIT A: Floor Plan of Premises

EXHIBIT B: Rules and Regulations

Upon the signatures of the authorized agents, the parties hereby acknowledge:

1. The Lease shall allow the school to operate on the 3rd floor of the building located at 780 Fisherman Street, Opa-locka, FL 33054. The rentable floor area will be 3,646 sq. ft.
2. Effective August 1, 2025, the monthly rent shall be \$4,709.41, which is \$15.50 per sq. ft. Tenant is also responsible for paying its Proportionate Share which is 4.72% (\$222.28) per month.

ARTICLE 2

PREMISES AND TERM

2.1 PREMISES: Subject to and with the benefit of the provisions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, Tenant's Space in the Building located on the Lot, excluding exterior faces of exterior walls, the common facilities and building service fixtures and equipment serving exclusively or in common other parts of the Building. Tenant's Space, with such exclusions, is referred to in this instrument as the "**Premises**". The Lot and the Building are sometimes referred to in this instrument as the "**Property**".

2.1.1 Tenant shall have, as appurtenant to the Premises, the right to use in common with others entitled thereto, subject to reasonable rules of general applicability to tenants of the Building from time to time made by Landlord of which Tenant is given notice, common facilities included in the Building or on the Lot, including use of the parking areas, as set forth below to the extent from time to time designated by Landlord and the Building and service fixtures and equipment serving the Premises.

2.1.2 Tenant shall have use of the parking areas provided for the common use of all tenants and their guests, subject to rules and regulations which may be promulgated by Landlord from time to time.

2.1.3 Landlord reserves the right from time to time, without unreasonable interference with Tenant's use, (a) to install, repair, remove, use, maintain and relocate for service

to the Premises and to other parts of the Building or either building, service fixtures and equipment wherever located in, the Building and (b) to alter or relocate any other common facility, including the parking areas, provided that substitutions are substantially equivalent or better.

2.1.4 TERM: To have and to hold for the term beginning on the Commencement Date and ending on the Expiration Date (the "Term"), unless sooner terminated as provided herein below, in Section 7.1 or in Article 9. See Section 4.1 below relative to the Rent Commencement Date.

ARTICLE 3

CONSTRUCTION

3.1 DELIVERY OF PREMISES: Landlord shall deliver the Premises to Tenant with the Premises finished as described in Schedule 3.1.

3.2 ACCESS: Landlord shall permit Tenant access for installing equipment and furnishings in the Premises prior to the Commencement Date when it can be done without material interference with remaining work. Such access shall be subject to the provisions of this Lease, except for payment of Base Rent. Tenant shall indemnify and save Landlord harmless from and against any and all loss, liability, damage, cost and expense, including without limitation attorneys' fees and costs, claimed for or actually arising from, growing out of or related to any act, negligence or failure to act of Tenant or anyone entering the Premises or Building with Tenant's permission. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Tenant arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Tenant or the Tenant's officers, employees, servants, agents, partners, principals or subcontractors. The provisions of this Section shall survive the termination of this Lease.

3.3 GENERAL PROVISIONS APPLICABLE TO CONSTRUCTION: All construction work required or permitted by this Lease, whether by Landlord or by Tenant, shall be done in a good and workmanlike manner and in compliance with all applicable laws and all lawful ordinances, regulations and orders of governmental authority and insurers of the Building. Either party may inspect the work of the other at reasonable times and shall promptly give notice of observed defects. Landlord shall have no further obligation to fund or complete construction work once the Landlord's obligations contained in Section 3.1 have been fulfilled.

3.4 TENANT ALTERATIONS: Tenant shall not make any changes or alterations to the Premises without Landlord's prior written consent; and shall not in any event make unauthorized structural changes or additions to the Building or Premises or changes or additions to the heating, ventilating and air conditioning or other systems of the Building,

consent to which may be withheld by Landlord in its sole discretion. Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. All Tenant alterations shall be accomplished in a good and workmanlike manner at Tenant's sole expense, in conformity with all Applicable Laws, by a licensed and bonded contractor approved in advance by Landlord, such approval not to be unreasonably withheld or delayed. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials. Any Tenant alterations to the Premises made by or installed by either party hereto will remain upon and be surrendered with the Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant; provided, however, Landlord, at its option, may require Tenant to remove any additions and/or repair any alterations to restore the Premises to the condition existing at the time Tenant took possession, with all costs of removal or alterations to be borne by Tenant. This clause will not apply to moveable equipment, furniture or moveable trade fixtures owned by Tenant if (a) such equipment, furniture and trade fixtures are not then subject to any other rights, liens and interests of Landlord, or (b) Tenant is not then in default.

3.5 NO LIENS: Tenant shall pay promptly; when due, the entire cost of any work done on the Premises by Tenant, its agent, employees or independent contractors. Tenant shall have no authority or power, express or implied, to create or cause any construction lien or mechanics' or materialmen's lien or claim of any kind against the Premises, the Property or any portion thereof. Tenant will promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after request by Landlord, and will indemnify Landlord against losses arising out of any such claim including, without limitation, legal fees and court costs. NOTICE IS HEREBY GIVEN THAT LANDLORD WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO TENANT, OR TO ANY ONE HOLDING THE PREMISES THROUGH OR UNDER TENANT, AND THAT NO MECHANICS OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN THE PREMISES. TENANT WILL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR ENGAGED BY TENANT PROVIDING LABOR, SERVICES OR MATERIAL TO THE PREMISES.

ARTICLE

4

RENT

RENT: Tenant agrees to pay, without any offset or reduction whatsoever, to Landlord fixed rent and proportionate share on the first day of each calendar month of the Term, beginning on the first day of the first (1st) full calendar month of the Term. The Base Rent shall be applicable for the Term commencing on the Term Commencement Date (the "**Rent Commencement Date**"). Tenant shall pay, with each payment of Rent, all sales and other applicable taxes which may be due or payable thereon.

4.1.1 The additional rent required to be paid by Tenant under this Section, together with the Base Rent and any other sums due Landlord under this Lease, is hereinafter collectively called the "**Rent**".

4.1.2 PAYMENTS: All payments of Rent shall be made to Managing Agent, or to such other person as Landlord may from time to time designate.

4.1.3 LATE CHARGES: If any Base Rent or other payment due under this Lease is not received by Landlord within ten (10) days of the due date of such payment, Tenant shall pay in addition to such payment a late charge equal to the greater of 5% of the payment which is past due or Two Hundred Fifty Dollars and No Cents (\$250.00). If any payment due from Tenant shall remain overdue for more than ten (10) days, interest shall accrue daily on the past due amount from the date such amount was due until paid or judgment is entered at a rate equivalent to the lesser of eighteen percent (18%) per annum or the highest rate permitted by law. Interest on the past due amount shall be in addition to and not in lieu of the five percent (5%) or \$250.00 late charge or any other remedy available to Landlord.

4.1.4 ELECTRICITY: Tenant shall pay for all electricity consumed in Tenant's Space. The consumption shall be measured by an independent meter installed specifically for the Premises. The meter shall be in the name of Tenant, who shall have sole responsibility for paying this expense directly to the utility company. The consumption of electricity for common areas will be paid for by Landlord and included in Operating Costs.

4.1.5 NET LEASE. This Lease shall be deemed and construed to be a "net lease" and Tenant shall pay to Landlord, absolutely net throughout the term of this Lease, the Base Rent, and other payments hereunder, free of any charges, assessments, impositions or deductions of any kind and without abatement deduction or set-off, other than as here in expressly provided for, and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder except as herein otherwise expressly set forth.

ARTICLE 5

LANDLORD'S OBLIGATIONS

5.1 LANDLORD'S SERVICES DURING THE TERM: Landlord shall perform the following during the Term.

- (a) Automatically operated passenger elevator service and water at those points of supply provided for general use of its tenants;
- (b) Freight elevators on an "as available" basis for incidental use by Tenant; and
- (c) Maintenance and repair of the exterior of the Building and Building grounds, including shrubbery and the parking lot area; and
- (d) Security service for the Building.

5.1.2 Additional Building Services: Landlord shall furnish, solely at Landlord's election, through Landlord's employees or independent contractors, reasonable additional Building operation services upon reasonable advance request of Tenant at equitable rates from time to time established by Landlord to be paid by Tenant.

5.1.3 Repairs: Except as otherwise provided in Article 7, Landlord shall make such repairs to the roof, exterior walls, floor slabs and common facilities of the Building as maybe necessary to keep them in serviceable condition. It is agreed upon between Landlord and Tenant that the Landlord shall be responsible for the maintenance and upkeep of the outside of the Building and all repairs to the Leased Premises, including electrical, plumbing and air conditioning within the Building, unless damage caused by the negligence or fault of Tenant, its employees, agents or invitees, in which event Tenant shall be responsible for said costs, which Landlord may charge to Tenant as additional rent. If the Leased Premises become un-tenantable by reason of fire, windstorm or other events beyond the control of Tenant or Landlord, then during such period the rental provided herein shall cease and be abated and the Landlord shall have a reasonable time during which to make the required repairs, or in the event Landlord elects not to rebuild or repair the Leased Premises, then this Lease shall thereupon cease and be deemed terminated.

5.2 QUIET ENJOYMENT: Landlord has the right to make this Lease and Tenant, on paying the rent and performing its obligations hereunder, shall peacefully and quietly have, hold and enjoy the Premises throughout the Term without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to all the terms and provisions hereof. Landlord shall not be liable to Tenant, which shall have no recourse against Landlord, by reason of interference with quiet enjoyment caused by other tenants.

5.3 INTERRUPTIONS:

5.3.1 Landlord shall not be liable to Tenant for any compensation or reduction of Rent by reason of inconvenience or annoyance or for loss of business arising from power losses or shortages or from the necessity of Landlord's entering the Premises for any of the purposes in this Lease authorized, or for repairing the Premises or any portion of the Property. In case Landlord is prevented or delayed from making any repairs, alterations or improvements, or furnishing any service or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause reasonably beyond Landlord's control, Landlord shall not be liable to Tenant therefor, nor shall Tenant be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in Tenant's favor that such failure constitutes actual or constructive, total or partial, eviction from the Premises.

5.3.2 Landlord reserves the right to stop any service or utility system when necessary, by reason of accident or emergency or until necessary repairs have been completed. Except in case of emergency repairs, Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary inconvenience to Tenant by reason thereof.

ARTICLE 6

TENANT'S COVENANTS

6.1 TENANT'S COVENANTS DURING THE TERM: Tenant covenants during the Term and such further time as Tenant occupies any part of the Premises, to do and perform the following matters.

6.1.1 Tenant's Payments: Tenant shall pay, when due, (a) all Base Rent and additional rent, (b) all taxes which may be imposed on Tenant's personal property in the Premises (including, without limitation, Tenant's fixtures and equipment) regardless to whomever assessed, (c) all sales taxes which may be imposed on the payment by Tenant of Base Rent and/or additional rent due hereunder, (d) all charges for telephone, electricity and other utility services (including service inspections therefor) rendered to the Premises and separately metered or billed to Tenant, and (e) as additional rent, all charges of Landlord rendered pursuant to Section 4.2 here of and any other sums due Landlord pursuant to this Lease.

6.1.2 Repairs and Yielding Up: Tenant shall keep the Premises in good order, repair and condition, reasonable wear only excepted; at the expiration or termination of this Lease, Tenant shall peaceably yield up the Premises and all changes and additions there in such order, repair and condition. Subject to the provisions of Section 3.5, Tenant shall remove all personal property of Tenant, and any items required to be removed by Landlord pursuant to Section 3.5 or otherwise, repairing all damage caused by such removal and restoring the Premises and leaving them clean and neat. Any property remaining on the Premises may, at Landlord's discretion, be removed, destroyed, sold, stored or otherwise disposed of at Tenant's cost.

6.1.3 Occupancy and Use: Tenant shall, continuously from the Commencement Date, use and occupy the Premises only for the Permitted Use, and shall not injure or deface the Premises or Property, and shall not permit in the Premises any auction, sale, nuisance or the emission from the Premises of any objectionable noise or odor, nor any use which is improper, offensive, contrary to law or ordinances, or liable to invalidate or increase the premiums for any insurance on the Building or its contents or liable to render necessary any alteration or addition to the Building, nor cause the violation of any laws, ordinances, building codes, rules or regulations, any order or judgment, permit or license, of any federal, state or local governmental or regulatory entity having jurisdiction over or application to the Property, including but not limited to the Board of Fire Underwriters and the Americans with Disabilities Act and all regulations and orders promulgated to such act (collectively, "**Applicable Laws**"); Tenant warrants that all improvements or alterations of the Premises made by Tenant or Tenant's employees, agents or contractors, either prior to Tenant's occupancy of the Premises or at any time during the term of this Lease, will comply with all Applicable Laws. Tenant will procure at its own expense all permits and licenses required for the transaction of its business in the Premises.

6.1.4 Hazardous Materials: Throughout the Term, Tenant shall prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, above, to, or from the Premises other than in strict compliance with Applicable Laws. For purposes of this provision, the term "**Hazardous Materials**" will mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require

special handling or treatment, under any Applicable Laws. If Tenant's activities at the Premises or Tenant's use of the Premises (a) results in a release of Hazardous Materials that is not in compliance with Applicable Laws or permits issued thereunder; (b) gives rise to any claim or requires a response under common law or Applicable Laws or permits issued thereunder; (c) causes a significant public health effect; or (d) creates a nuisance, then Tenant shall, at its sole cost and expense: (i) immediately provide verbal notice thereof to Landlord as well as notice to Landlord in the manner required by this Lease, which notice shall identify the Hazardous Materials involved and the emergency procedures taken or to be taken; and (ii) promptly take all action in response to such situation required by Applicable Laws, provided that Tenant shall first obtain Landlord's approval of their mediation plan to be undertaken.

6.1.5 Rules and Regulations: Tenant shall comply with the Rules and Regulations set forth in Exhibit B and all other reasonable Rules and Regulations hereafter made by Landlord, of which Tenant shall have been notified, for the care and use of the Property.

6.1.6 Safety Appliances: Tenant shall keep the Premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority because of any use made by Tenant and to procure all licenses and permits so required and, if requested by Landlord, shall do any work so required because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way Tenant's Permitted Use.

6.1.7 Assignment and Subletting: Tenant shall not, without the prior written consent of Landlord, assign this lease, make any sublease or permit occupancy of the Premises or any part thereof by anyone other than Tenant, voluntarily or by operation of law (it being understood that Landlord shall not unreasonably withhold or delay its consent herein required). Tenant shall, as additional rent, reimburse Landlord promptly for reasonable legal and other expenses incurred by Landlord in connection with any request by Tenant for consent to assign or sublet. No consent by Landlord shall affect the continuing liability of Tenant (which, following assignment, shall be joint and several with the assignee), and no consent to any of the foregoing in a specific instance shall operate as a waiver in any subsequent instance. Any permitted assignee, subtenant or other occupant must deliver a written instrument to Landlord, in form and substance reasonably satisfactory to Landlord, by which such assignee, subtenant or other occupant agrees to be bound by and assume all obligations of Tenant under this Lease relating to the portion of the Premises acquired by such assignee, subtenant or other occupant. Any attempted assignment, subleasing or other occupancy not approved by Landlord as required by this Subsection 6.1.7 shall be void and a default under this Lease; any net income (after commercially reasonable brokerage fees and out of pocket costs of leasing) which is payable to Tenant in connection with such subleasing or assignment or occupancy, in excess of the sums due Landlord by Tenant under this Lease, shall be payable one-half to Landlord, and one-half may be retained by Tenant.

6.1.8 Loading: Tenant shall not place a load upon the Premises exceeding an average rate of fifty (50) pounds of live load per square foot of floor area, and shall not move any safe, vault or other heavy equipment in, about or out of the Premises, except in such manner and at such times as Landlord shall in each instance approve. Tenant's business machines and mechanical equipment which cause vibration or noise that may be transmitted to the Building structure or to any other leased space in the Building shall be placed and maintained by Tenant in settings of cork, rubber, spring or other types of vibration eliminators sufficient to eliminate such

vibration or noise.

6.1.9 Landlord's Costs: In case Landlord shall, without any fault on its part, be made party to any litigation commenced by or against Tenant or by or against any parties in possession of the Premises or any part thereof claiming under Tenant, Tenant shall pay, as additional rent, all costs including, without implied limitation, reasonable attorneys' fees incurred by or imposed upon Landlord in connection with such litigation and, as additional rent, shall also pay all such costs and fees incurred by Landlord for any obligations of Tenant under this Lease.

6.1.10 Tenant's Property: All the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises or elsewhere in the Property shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by leakage or bursting of water pipes, steam pipes, or other pipes, by theft or from any other cause, no part of said loss or damage is to be charged to or to be borne by Landlord unless located off the Premises and due to the willful act or gross negligence of Landlord.

6.1.11 Holdover: Tenant shall pay to Landlord twice the total of the Base Rent and additional rent then applicable for each month or portion thereof, in the event that Tenant shall retain possession of the Premises or any part thereof after the termination of this Lease, whether by lapse of time or otherwise, and shall also pay all damages sustained by Landlord on account thereof. The provisions of this Subsection shall not operate as a waiver by Landlord of any right of re-entry provided in this Lease, at the option of Landlord exercised by written notice given to Tenant while such holding over continues. Such holding over shall, at Landlord's option, exercised by written notice at any time during the holding over, constitute an extension of this Lease for a period of one (1) year.

ARTICLE 7

CASUALTY AND TAKING

7.1 CASUALTY AND TAKING: In case during the Term all or any substantial part of the Premises, the Building or Lot or any one or more of them, are damaged materially by fire or any other cause, this Lease shall terminate at Landlord's election, which may be made, notwithstanding that Landlord's entire interest may have been divested, by notice given to Tenant within sixty (60) days after the occurrence of the event giving rise to the election to terminate, which notice shall specify the effective date of termination which shall not be less than thirty (30) nor more than sixty (60) days after the date of the notice of such termination. In case during the Term all or any substantial part of the Premises shall be taken by eminent domain, then either Landlord or Tenant may within sixty (60) days after receipt of notice of such taking by notice in writing to the other terminate this Lease as of the date of actual physical taking of possession under such taking. If in any such case the Premises are rendered unfit for use and occupation and the Lease is not so terminated, Landlord shall use due diligence to put the Premises, or, in the case of taking, what may remain thereof (excluding any items installed or paid for by Tenant, which Tenant may be required or permitted to remove), into proper condition for use and occupation to the extent permitted by the next award of insurance or damages and applicable laws then in effect and a just proportion of the Base Rent and additional rent according to the nature and extent of the injury shall be abated until the Premises or such remainder shall have been

substantially completed by Landlord in such condition, and in case of taking which permanently reduces the area of the Premises, a just proportion of the Base Rent and additional rent shall be abated for the remainder of the Term and an appropriate adjustment shall be made to the annual estimated Operating Costs.

7.2 RESERVATION OF AWARD: Landlord reserves to itself any and all rights to receive awards made for damages to the Premises, Building or Lot and the lease hold hereby created, or any one or more of them, accruing by reason of exercise of eminent domain or by reason of anything lawfully done in pursuance of public or other authority. Tenant hereby releases and assigns to Landlord all Tenant's rights to such awards, and covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name, it being agreed and understood, however, that Landlord does not reserve to itself and Tenant does not assign to Landlord any damages payable for (i) movable trade fixtures installed by Tenant or anybody claiming under Tenant, at its own expense, or (ii) relocation expenses recoverable by Tenant from such authority in a separate action.

ARTICLE 8

RIGHTS OF MORTGAGEE

8.1 PRIORITY OF LEASE: Landlord or any mortgagee of Landlord, from time to time, shall have the option to subordinate this Lease to any mortgage or deed of trust (a "**Mortgage**") of the Lot or Building, or both (the "**Mortgaged Premises**"), provided that the holder thereof ("**Mortgagee**") agrees in writing to recognize the rights of Tenant under this Lease and to accept Tenant as a tenant of the Premises under the terms and conditions of this Lease in the event of acquisition of title by such holder through foreclosure proceedings or otherwise; Tenant agrees to recognize Mortgagee as Landlord in such event. The provisions of this Section 8.1 shall bind and inure to the benefit of the successors and assigns of Tenant and of Mortgagee and upon anyone purchasing the Mortgaged Premises at any foreclosure sale or otherwise. Any such Mortgage to which this Lease shall be subordinated may contain such terms, provisions and conditions as the Mortgagee deems usual or customary.

8.2 LIMITATION ON MORTGAGEE'S LIABILITY: Upon entry and taking possession of the Mortgaged Premises for any purpose other than foreclosure, Mortgagee shall have all rights of Landlord and, during the period of such possession, the duty to perform all Landlord's obligations hereunder. Except during such period of possession, no such holder shall be liable, either as mortgagee or as holder of a collateral assignment of this Lease, to perform or be liable in damages for failure to perform, any of the obligations of Landlord, unless and until such holder shall enter and take possession of the Mortgaged Premises for the purpose of foreclosing a Mortgage. Upon entry for the purpose of foreclosing a Mortgage, such holder shall be liable to perform all of the obligations of Landlord, subject to the provisions of Section 3.3, provided that a discontinuance of any foreclosure proceeding shall be deemed a conveyance under the provisions of Section 10.3 to the owner of the equity of the mortgaged premises. In no event, however, shall the holder of a mortgage on the Lot and/or the Building have any duty to perform or liability with respect to Landlord's obligations under this Lease unless and until such holder acquires title to the Lot and/or Building through foreclosure or otherwise, and if such holder does so acquire title, in no event shall such holder have any duty

to perform or any liability with respect to Landlord's obligations or any fact, circumstance or condition existing, arising or accruing before such acquisition of title.

8.3 MORTGAGEE'S ELECTION: Notwithstanding any other provisions to the contrary contained in this Lease, if prior to substantial completion of Landlord's obligations under Article 3, any holder of a first mortgage on the mortgaged premises enters and takes possession thereafter for the purpose of foreclosing the Mortgage, such holder may elect, by written notice given to Tenant and Landlord at any time within ninety (90) days after such entry and taking of possession, not to perform Landlord's obligations under Article 3, and in such event such holder and all persons claiming under it shall be relieved of all obligations to perform and all liability for failure to perform said Landlord's obligations under Article 3, in which event Tenant may terminate this Lease and all its obligations hereunder by written notice to Landlord and such holder given within thirty (30) days after the day on which such holder shall have given its notice as aforesaid.

8.4 NO PREPAYMENT OR MODIFICATION: No Base Rent, additional rent, or any other charge shall be paid more than thirty (30) days prior to the due dates thereof, and payments made in violation of this provision shall (except to the extent that such payments are actually received by a mortgagee in possession or in the process of foreclosing its mortgage) be a nullity as against such mortgagee, and Tenant shall be liable for the amount of such payments to such mortgagee. No assignment of this Lease and no agreement to make or accept any surrender, termination or cancellation of this Lease and no agreement to modify so as to reduce the rent, change the Term or otherwise materially change the rights of Landlord or holder of a mortgage affecting the Premises under this Lease, or to relieve Tenant of any obligations or liability under this Lease, shall be valid, unless consented to in writing by Landlord's mortgagees of record, if any.

8.5 NO RELEASE OR TERMINATION: No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord's act or failure to act to Landlord's Mortgagees of record, if any, specifying the act or failure to act on the part of Landlord which could or would give basis to Tenant's rights, and (ii) such Mortgagees, after receipt of such notice, shall have failed or refused to correct or cure the condition complained of within a reasonable time thereafter, but nothing contained in this Section 8.5 shall be deemed to impose any obligation on any such Mortgagee to correct or cure any such condition. "Reasonable time" as used above means and includes a reasonable time to obtain possession of the Mortgaged Premises if the Mortgagee elects to do so and a reasonable time to correct or cure the condition if such condition is determined to exist.

8.6 CONTINUING OFFER: The covenants and agreements contained in this Lease with respect to the rights, powers and benefits of a mortgagee (particularly, without limitation thereby, the covenants and agreements contained in this Article 8) constitute a continuing offer to any person, corporation or other entity, which by accepting or requiring an assignment of this Lease or by entry or foreclosure assumes the obligations herein set forth with respect to such Mortgagee, subject to the provisions of Section 8.3, such Mortgagee being hereby constituted a

party to this Lease as an obligee hereunder subject to the provisions of Section 8.3 to the same extent as though its name was written hereon as such, and such Mortgagee shall be entitled to enforce such provisions in its own name.

8.7 MORTGAGEE'S APPROVAL: Landlord's obligation to perform its covenants and agreements hereunder is subject to the condition precedent that this Lease be approved by the holder of any mortgage of which the Premises are a part and by the user of any commitment to make a Mortgage loan which is in effect on the date hereof. Unless Landlord gives Tenant written notice within fifteen (15) business days after the Effective Date that such holder or issuer, or both, disapproves or has not approved this Lease, then this condition shall be deemed to have been satisfied or waived and the provisions of this Section 8.7 shall be of no further force or effect.

8.8 SUCCESSORS OF MORTGAGEE: All of the rights and privileges of the holders of mortgages on the Lot and/or Building set forth in this Article 8 shall inure to the benefit of any such holders and their respective successors and assigns, including without limitation where applicable any purchases at foreclosure and other parties claiming title by, through or under any such holders. Where reference is made herein to foreclosure, the same rights and privileges for any such holder shall arise and the same results shall obtain if such holder instead acquires title through deed in lieu of foreclosure or otherwise.

ARTICLE 9 DEFAULT

9.1 EVENTS OF DEFAULT: The occurrence of any of the following shall be deemed to be an event of default under this Lease: if any default by Tenant continues after notice, in case of Base Rent or any additional rent, for more than ten (10) days, or in any other case for more than thirty (30) days and such additional time, if any, as is reasonably necessary to cure the default (if the default is of such a nature that it is curable but cannot reasonably be cured in thirty (30) days, Tenant has the obligation to commence to cure the default within thirty (30) days, and thereafter diligently and continuously prosecutes such cure to completion), or if Tenant or any Guarantor makes any assignment for the benefit of creditors, commits any act of bankruptcy or files a petition under any bankruptcy or insolvency law, or if such a petition is filed against Tenant or any Guarantor and is not dismissed within forty-five (45) days, or if a receiver or similar officer becomes entitled to Tenant's leasehold hereunder and it is not returned to Tenant within forty-five (45) days, or if such leasehold is taken on execution or other process of law in any action against Tenant. In the event of any default under this Lease by Tenant, then without prejudice to any other rights which it has pursuant to this Lease or at law or in equity, Landlord shall have the following rights and remedies, which are cumulative and not alternative.

9.1.1 Landlord may cancel this Lease by notice to Tenant and retake possession of the Premises for Landlord's account, or Landlord may terminate Tenant's right of possession of the Premises. Tenant shall then quit and surrender the Premises to Landlord. Tenant's liability under all of the provisions of this Lease shall continue notwithstanding any expiration and surrender, or any re-entry, repossession, or disposition hereunder, including to the extent legally permissible, payment of all Rent and other charges until the date this Lease would have expired had such cancellation or termination not occurred. If Landlord so

elects, Rent shall be accelerated and Tenant shall pay Landlord damages in the amount of any and all sums which would have been due for the remainder of the Term, subject to the provisions of Section 9.1.5 below.

9.1.2 Landlord may enter the Premises as agent of Tenant to take possession of any property of Tenant on the Premises, to store such property at the expense and risk of Tenant or to sell or otherwise dispose of such property in such manner as Landlord may see fit without notice to, and at the expense and risk of, Tenant. Re-entry and removal may be effectuated by summary dispossession proceedings, by any suitable action or proceeding, or otherwise. Landlord shall not be liable in anyway in connection with its actions pursuant to this section, to the extent that its actions are in accordance with Applicable Laws.

9.1.3 Landlord may relet all or any part of the Premises for all or any part of the unexpired portion of the Term of this Lease or for any longer period, and may accept any rent then attainable; grant any concessions of rent, and agree to paint or make any special repairs, alterations, and decorations for any new Tenant as it may deem advisable in its sole and absolute discretion. Landlord shall be under no obligation to relet or to attempt to relet the Premises.

9.1.4 Landlord may remedy or attempt to remedy any default of Tenant under this Lease for the account of Tenant and may enter upon the Premises for such purposes. No notice of Landlord's intention to perform such covenants need be given to Tenant unless expressly required by this Lease. Landlord shall not be liable to Tenant for any loss or damage caused by acts of Landlord in remedying or attempting to remedy such default and Tenant shall pay to Landlord all expenses incurred by Landlord in connection with remedying or attempting to remedy such default. Any expenses incurred by Landlord shall accrue interest at the highest rate permitted by law from the date of payment by Landlord until repaid by Tenant.

9.1.5 In calculating the amounts to be paid by Tenant to Landlord pursuant to this Section 9, Tenant shall be credited with the net proceeds of any rents obtained by Landlord by reletting the Premises, after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, and fees for legal services. It is agreed by Tenant that Landlord may (i) relet the Premises or any part or part thereof of a term or terms which may, at Landlord's option, be equal to or less than or greater than the period which would otherwise have constituted the balance of the Term and may grant such concessions and free rent as Landlord, in its sole judgment, considers advisable or necessary to relet the same, and (ii) make such alterations, repairs and decorations in the Premises as Landlord, in its sole judgment, considers advisable or necessary to relet the same, and no action of Landlord in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

9.1.6 So long as at least twelve (12) months of the Term remain unexpired at the time of such termination of this Lease or of Tenant's right of possession, in lieu of any other damages or indemnity and in lieu of full recovery by Landlord of all sums payable under all the

foregoing provisions of this Section 9.1, Landlord may by written notice to Tenant, at any time after this Lease is terminated under any of the provisions contained in this Section 9.1 or as otherwise terminated for breach of any obligation of Tenant and before such full recovery, elect to recover and Tenant shall thereupon pay, as liquidated damages an amount equal to the aggregate of the Base Rent and additional rent accrued in the twelve (12) months ended next prior to such termination, plus the amount of Base Rent and additional rent of any kind accrued and unpaid at the time of termination and less the amount of any recovery by Landlord under the foregoing provisions of this Section 9.1 up to the time of payment of such liquidated damages.

9.1.7 Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to or less than the amount of the loss or damages referred to above.

92 COSTS: Tenant shall pay to Landlord on demand all costs incurred by Landlord, including attorneys' fees and costs at all tribunal levels, incurred by Landlord in enforcing any of the obligations of Tenant under this Lease. In addition, upon any default by Tenant, Tenant shall also be liable to Landlord for the expenses to which Landlord may be put in re-entering the Premises, reletting the Premises (including attorneys' fees and disbursements, marshal's fees, and brokerage fees, in so doing), and any other expenses reasonably incurred by Landlord.

93 WAIVER: No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

ARTICLE 10

MISCELLANEOUS

10.1 INTERPRETATION: The titles of the Articles and Sections are for convenience and are not to be considered in construing this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors, or others using the Premises, Building or Property with Tenant's expressed or implied permission.

10.2 NOTICE: Any notice, approval, consent, request, or election required or permitted to be given or made pursuant to this Lease shall be addressed, if to Landlord, at Landlord's address or at such other address as may have been specified by prior notice to Tenant, and if to Tenant, at the Premises or Tenant's address or at such other place as may have been specified by prior notice to Landlord. Any communication so addressed shall be deemed duly served if personally delivered or sent by nationally recognized overnight delivery service.

10.3 LANDLORD'S LIABILITY: CERTAIN DUTIES: The obligations of this Lease

shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assignees, except that the Landlord named herein and each successive owner of the Premises shall be liable only for the obligations accruing during the period of its ownership. Neither the Landlord named herein nor any successive owner of the Premises, whether an individual, trust, a corporation or otherwise shall have any personal liability related to this Lease beyond their equity interest in the Premises, and Tenant agrees that it shall look solely to such equity interest then-owned by Landlord for collection of any judgment or any other judicial process requiring the payment of money. Whenever the Premises are owned by a trustee or trustees, the obligations of Landlord shall be binding upon Landlord's trust estate, but not upon any trustee, beneficiary or shareholder of the trust individually. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer, provided that such transfer is not for the primary purpose of avoiding such obligations. However, each Landlord shall deliver to its transfer real funds previously paid by Tenant if such funds have not yet been applied under the terms of this Lease. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure or diligently pursue a cure of such nonperformance within thirty (30) days after receipt of Tenant's written notice or such longer time as is reasonably necessary, provided that such cure is commenced within such thirty (30) day period and thereafter pursued with reasonable diligence.

10.4 NO SURRENDER: The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this Lease or a surrender of the Premises.

10.5 NO WAIVER: The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver of such violation nor prevent a subsequent act which would have originally constituted a violation, from having all the force and effect of an original violation, nor shall the failure of Landlord to enforce any Rules and Regulations against Tenant or any other tenant in the Building be deemed a waiver of any such Rules and Regulations. The receipt by Landlord of Base Rent or additional rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach by Landlord, unless such waiver be in writing signed by Landlord. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

10.6 NO ACCORD AND SATISFACTION: No acceptance by Landlord of a lesser sum than the Base Rent and additional rent then due shall be deemed to be other than on account of the earlier installment of such rent due, nor shall any endorsement or statement on any check or letter accompanying any check or payment as rent be deemed as accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future.

10.7 CUMULATIVE REMEDIES: The specific remedies to which Landlord may

resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenant, conditions or provisions.

10.8 PARTIAL INVALIDITY: If any term of this Lease, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

10.9 LANDLORD'S RIGHT TO CURE: If Tenant shall at any time default in the performance of any obligation under this Lease, Landlord shall have the right, but not the obligation, to enter upon the Premises and to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest at the rate of 4% per annum in excess of the then prime rate of interest being charged by a majority of the national banks in Miami, Florida); and all necessary incidental costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be additional rent under this Lease and shall be payable to Landlord immediately upon demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

10.10 ESTOPPEL CERTIFICATE: Tenant agrees on the Commencement Date, and from time to time thereafter upon not less than fifteen (15) days prior written request by Landlord, to execute, acknowledge and deliver to Landlord a written statement in form requested by Landlord, certifying that this Lease is unmodified and in full force and effect; that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Base Rent and additional rent and to perform its other covenants under this Lease; that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been any modifications, that this Lease is in full force and effect as modified and stating the modifications and, if there are any defenses, offsets, counterclaims or defaults, setting them forth in reasonable detail), and the dates to which the Base Rent, additional rent and other charges have been paid. Any such statement delivered pursuant to this Section 10.10 may be relied upon by any prospective purchaser or mortgagee of the Property or any prospective assignee of any such mortgagee.

10.11 FORCE MAJEURE: In any case where either party hereto is required to do any act (other than the payment of rent or other monies hereunder), delays caused by or resulting from war, civil commotion, fire, flood, other casualty, labor difficulties, shortages or other unavailability of labor, materials, equipment, energy or utility services, governmental regulations, unusually severe weather, Act of God or other causes beyond such party's reasonable control (but not the inability to pay money), shall not be counted in determining the time during which such act must be completed, and such time shall be deemed extended by such delay. In no event, however, shall the foregoing excuse the late payment of rent or any other monies due

hereunder nor extend the time therefor.

10.12 WAIVER OF TRIAL BY JURY AND COUNTERCLAIMS· MEDIATION: LANDLORD AND TENANT EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE. TENANT FURTHER AGREES THAT IT SHALL NOT INTERPOSE ANY COUNTERCLAIM OR COUNTERCLAIMS (EXCEPT COMPULSORY COUNTERCLAIMS) IN ANY SUMMARY PROCEEDING OR IN ANY ACTION BASED UPON NONPAYMENT OF RENT OR ANY OTHER PAYMENT REQUIRED BY TENANT UNDER THIS LEASE. UPON LANDLORD'S REQUEST, TENANT SHALL PARTICIPATE IN MEDIATION OF A DISPUTE BETWEEN LANDLORD AND TENANT; THE COST OF A MEDIATOR SHALL BE BORNE EQUALLY BY LANDLORD AND TENANT.

10.13 RADON GAS NOTICE: Radon is a naturally occurring radioactive gas that, when it has accumulated in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10.14 ATTORNEYS' FEES: Wherever provision is made in this Lease for attorneys' fees, such term shall be deemed to include accountants' and attorneys' (including paralegals' and similar persons) fees and costs, whether or not litigation is commenced, including those for appellate, bankruptcy, probate, arbitration, mediation and collections proceedings.

10.15 LANDLORD'S ACCESS: Landlord shall be entitled at all reasonable times and upon reasonable notice (but no notice is required in emergencies) to enter the Premises to examine them and to make such repairs, alterations, or improvements thereto as Landlord considers necessary or reasonably desirable. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises. Landlord and its agents have the right to enter the Premises at all reasonable times and upon reasonable notice to show them to prospective purchasers, lenders, or anyone having a prospective interest in the Building, and, during the last six months of the Term or any renewal thereof, to show them to prospective tenants. Landlord may place customary "For Sale" or "For Lease" signs on the Premises, Building or Property as Landlord deems necessary.

10.16 INCORPORATION OF PRIOR AGREEMENTS: MODIFICATIONS: This Lease is the only agreement between the parties pertaining to this Lease of the Premises, Building or Property and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

10.17 JOINT AND SEVERAL LIABILITY: All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

10.18 EXECUTION OF LEASE: Submission or preparation of this Lease by Landlord shall not constitute an offer by Landlord or option for the Premises, and this Lease shall constitute an offer, acceptance or contract only as expressly specified by the terms of this Section. In the event that Tenant executes this Lease first, such action shall constitute an offer to Landlord, which may be accepted by Landlord by executing this Lease, and once this Lease is so executed by Landlord, such offer may not be revoked by Tenant and this Lease shall become a binding contract. In the event that Landlord executes this Lease first, such action shall constitute an offer to Tenant, which may be accepted by Tenant only by delivery to Landlord of a fully executed copy of this Lease, together with a fully executed copy of any and all guaranty agreements and addendums and moneys to be delivered at time of execution, provided that in the event that any party other than Landlord makes any material or minor alteration of any nature whatsoever to any of said documents, then such action shall merely constitute a counteroffer, which Landlord, may, at Landlord's election, accept or reject. Notwithstanding that the Commencement Date may occur and the Term may commence after the date of execution of this Lease, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, this Lease shall be fully effective, and in full force and effect and valid and binding against the parties in accordance with, but on and subject to, the terms and conditions of this Lease.

10.19 AUTHORITY: As a material inducement to Landlord to enter into this Lease, Tenant (and, individually, each party executing this Lease on behalf of Tenant), intending that Landlord rely thereon, represents and warrants to Landlord that:

10.19.1 Tenant and the party executing on behalf of Tenant are fully and properly authorized to execute and enter into this Lease on behalf of Tenant and to deliver this Lease to Landlord;

10.19.2 This Lease constitutes a valid and binding obligation of Tenant, enforceable against Tenant in accordance with the terms of this Lease;

10.19.3 Tenant is duly organized, validly existing and in good standing under the laws of the state of Tenant's organization and has full power and authority to enter into this Lease, to perform Tenant's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

10.19.4 The execution of this Lease by the individual or individuals executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligation under this Lease, have been duly authorized and approved by all necessary corporate or partnership action, as the case maybe, and the execution, delivery and performance of this Lease by Tenant is not in conflict with Tenant's bylaws or articles of incorporation (if a corporation), agreement of partnership (if a partnership), and other charters, agreements, rules or regulations governing Tenant's business as any of the foregoing may have been supplemented or amended in any manner.

10.20 FLORIDA LAW: This Lease shall be governed by the laws of the State of Florida.

10.21 COUNTERPART: This Lease may be executed in more than one copy, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of it and may be introduced into evidence or used for any purpose without the production of the other counterpart or counter parts.

10.22 TIME IS OF THE ESSENCE: Time is of the essence of this Lease and all provisions contained herein.

10.23 APPROVAL OF PLANS AND SPECIFICATIONS: Neither review nor approval by or on behalf of Landlord of any Tenant's plans nor any plans and specifications for any Tenant alterations or any other work shall constitute a representation or warranty by Landlord, any of Landlord's beneficiaries, the managing agent of the Building or Property or any of their respective agents, partners or employees that such plans and specifications either (i) are complete or suitable for their intended purpose, or (ii) comply with Applicable Laws, it being expressly agreed by Tenant that neither Landlord, nor any of Landlord's beneficiaries, nor the managing agent of the Building or Property nor any of their respective agents, partners or employees assume any responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability or compliance.

10.24 RELATIONSHIP: Landlord and Tenant disclaim any intention to create a joint venture, partnership or agency relationship.

10.25 RIDERS AND EXHIBITS: All Riders and Exhibits attached to this Lease and all Addendums attached to this Lease and executed by both Landlord and Tenant shall be deemed to be a part of and are hereby incorporated in this instrument.

10.26 SURVIVAL: Tenant's ongoing or unfulfilled obligations shall survive the termination of this Lease, including but not limited to payment of additional rent adjustments which may be calculated and billed after the termination of the Lease.

ARTICLE 11

INSURANCE AND INDEMNITY

11.1 TENANT'S INSURANCE: Tenant shall throughout the term (and any other period when Tenant is in possession of the Premises) carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, with respect to the Premises, in the amounts specified and in the form hereinafter provided for:

11.1.1 Commercial General Liability Insurance. Commercial general liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence (General Aggregate - \$2,000,000; Products Aggregate - \$2,000,000) for bodily injury and property damage insuring against legal liability of the insured with respect to said Premises or arising out of the maintenance, use or occupancy thereof. Said insurance shall include, but not be limited to, independent contractor liability, products and completed operations coverage, and the Broad Form Commercial General Liability Endorsement, including personal injury and advertising liability, contractual liability and premises medical payments.

11.1.2 Property Insurance. "Special Risk" property insurance including plate glass coverage on a replacement cost basis, with coverage equal to not less than one hundred percent (100%) of the full replacement value of all personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments made by Tenant, and all other contents located or placed therein.

11.1.3 Workers' Compensation and Employees' Liability Insurance. Workers' Compensation Insurance covering all employees of Tenant, as required by the laws of the State where the Premises are located and Employees' Liability coverage with not less than the minimum statutory limits of coverage.

11.1.4 Policy Form. All policies referred to above shall: (i) be taken out with underwriters licensed to do business in Florida and a "Best Rating" of "A" or "A+" (ii) name Landlord and the property manager, or their successors, as additional insured; (iii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to Landlord or any mortgagee of Landlord; (iv) contain an undertaking by the insurers to notify Landlord and any other additional insured by certified mail not less than thirty (30) days prior to any material change, cancellation, or termination; and (v) provide that a defense against the primary insured shall not be a defense against payment to the additional insureds. Binding certificates of insurance with endorsements attached or, if required by a mortgagee, copies of such insurance policies certified by an authorized officer of Tenant's insurer as being complete and current, shall be delivered to Landlord promptly upon request. a) Tenant fails to take out or to keep in force any insurance referred to in this Section 11, or should any such insurance not be approved by either Landlord or any mortgagee, and b) Tenant does not commence and continue to diligently cure such default within forty-eight (48) hours after written notice by Landlord to Tenant specifying the nature of such default, then Landlord has the right without assuming any obligation in connection therewith, to effect such insurance at the sole cost of Tenant and all outlays by Landlord shall be paid by Tenant to Landlord without prejudice to any other rights or remedies of Landlord under this Lease. Tenant shall not keep or use in the Premises any article which may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises or the Building.

11.2 INDEMNIFICATION OF THE PARTIES:

11.2.1 The Tenant shall indemnify and hold harmless Landlord, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Landlord and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Tenant or the Tenant's officers, employees, agents, servants, partners, principals or subcontractors. The Tenant shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Tenant shall

not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Tenant arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Tenant or the Tenant's officers, employees, servants, agents, partners, principals or subcontractors.

11.2.2 The Landlord shall indemnify and hold harmless Tenant, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Tenant and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Landlord or the Landlord's officers, employees, agents, servants, partners, principals or subcontractors. The Landlord 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 Tenant, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue there on. The Landlord expressly understands and agrees that any insurance policies required by this Lease or otherwise provided by the Landlord shall in no way limit the responsibility to indemnify, keep and save harmless and defend Tenant and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

11.2.3 Term of Indemnification. The provisions of this indemnification shall survive the expiration of this Lease and shall terminate upon the expiration of the applicable statute of limitation.

11.3 RELEASE AND WAIVER OF SUBROGATION RIGHTS: The parties hereto, for themselves and anyone claiming through or under them, hereby release and waive any and all rights of recovery, claim, action or cause of action, against each other, their respective agents, directors, officers and employees, for any loss or damage that may occur to the Premises or the Building, and to all property, whether real, personal or mixed, located in the Premises or the Building, by reason of any cause against which the releasing party is actually insured or, regardless of the releasing party's actual insurance coverage, against which the releasing party is required to be insured pursuant to the provisions of this Lease. This release and waiver shall apply regardless of the cause or origin of the loss or damage, including negligence of the parties hereto, their respective agents and employees. Each party agrees to provide the other with reasonable evidence of its insurance carrier's consent to such waiver of subrogation. This Section 11.3 supersedes any provision to the contrary which may be contained in this Lease.

EXECUTED as a sealed instrument as of the day and year first above written.

LANDLORD: CITY OF OPA-LOCKA

Witness:

_____ By: _____

Name: _____

TENANT: SFSE LLC d/b/a SOUTH FLORIDA SCHOOL
OF EXCELLENCE

Witness:

_____ By: _____

Name: _____

As To Legal Sufficiency and Form

Burnadette Norris-Weeks, City Attorney
City of Opa-locka



LLCDBAS-01

SCAMACHO

DATE (MM/DD/YYYY)

7/22/2022

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Diverse Insurance Group, Inc.
DBA Global Green Insurance Agency
9900 Stirling Rd., Ste. 240
Cooper City, FL 33024-8065

CONTACT
NAME:
PHONE
(A/C, No, Ext): (754) 300-7352 **FAX**
(A/C, No): (954) 530-1743
E-MAIL
ADDRESS: mohammed@insurefloridians.com

INSURED
SFSE LLC DBA South Florida School of Excellence INC
780 Fisherman Dr
3rd floor
Opa Locka, FL 33054

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Wesco Insurance Company	
INSURER B: AmTrust North America, Inc.	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 3

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC ☐ OTHER:	X		WPP149062705	8/22/2021	8/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			WPP149062705	8/22/2021	8/22/2022	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	AWC1169683	8/8/2021	8/8/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Please refer to the policy jacket for terms and conditions.

CERTIFICATE HOLDER

City of Opa Locka
780 Fisherman
4th Floor
Opa Locka, FL 33054

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sylvia Camacho



[Previous on List](#) [Next on List](#) [Return to List](#)

[Filing History](#)

Fictitious Name Search

Fictitious Name Detail

Fictitious Name

SOUTH FLORIDA SCHOOL OF EXCELLENCE

Filing Information

Registration Number G16000053640
Status ACTIVE
Filed Date 05/30/2016
Expiration Date 12/31/2027
Current Owners 1
County MIAMI-DADE
Total Pages 4
Events Filed 3
FEI/EIN Number NONE

Mailing Address

780 FISHERMAN STREET, 2ND FLOOR
 OPALOCKA, FL 33054

Owner Information

SFSE LLC
 780 FISHERMAN STREET 2ND,3RD FLOOR
 OPALOCKA, FL 33054
FEI/EIN Number: 81-2780334
Document Number: L16000103985

Document Images

[05/30/2016 -- Fictitious Name Filing](#)

[04/19/2023 -- CHANGE NAME/ADDRESS](#)

[03/23/2022 -- Fictitious Name Renewal Filing](#)

[11/22/2021 -- CHANGE NAME/ADDRESS](#)

[Previous on List](#) [Next on List](#) [Return to List](#)

[Filing History](#)

Fictitious Name Search

EXHIBIT B

RULES AND REGULATIONS

1. The entrance, lobbies, passages, corridors, elevators, and stairways shall not be encumbered or obstructed by Tenant, Tenants agents, servants, employees, licenses, and visitors, nor be used by them for any purpose other than for ingress and egress to and from the Premises. The moving in or out of all safes, freight, and furniture or bulky matter of any description must take place during the hours which Landlord may determine from time to time. Landlord reserves the right to inspect all freight and bulky matter to be brought into the building and exclude from building all freight and bulky matter which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part.
2. No curtains, blinds, shades, screens, or signs other than those furnished by Landlord shall be attached to, hung in, or used in connection with any window or door of the premises without prior written consent of the Landlord. Said consent shall not be unreasonably withheld and shall be consistent with other establishments of similar nature.
3. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof without prior written consent of the Landlord. Tenant must, upon the termination of its tenancy, restore to Landlord all keys of offices and toilet rooms either furnished to or otherwise procured by Tenant; and in the event of the loss of any keys so furnished; Tenant shall pay to Landlord the cost thereof.
4. Canvassing, soliciting and peddling in the building or on the lot are prohibited, and Tenant shall cooperate to prevent same.
5. Tenant may request heating and/or air conditioning during other periods in addition to normal working hours by submitting its request in writing to the Building Manager's office no later than 2:00 P.M. of the preceding workday (Monday through Friday) on forms available from Building Manager. The request shall clearly state the start and stop hours of the "off-hour" service. Tenant shall submit to the Building Manager a list of personnel who are authorized to make such requests. Charges are to be determined by the Building Manager on the additional hours of operation, as shall be fair and reasonable and reflect the additional operating cost involved.
6. Tenant shall comply with all security measures from time to time established by Landlord for the Building.
7. Tenant shall have the right to install within the Premises, at its sole expense, such a sign or signs as may be reasonable and appropriate under the circumstances. All such signs shall be located within the glass line of the building and in accordance with all applicable zoning codes, building codes and related rules, regulations and ordinances. Tenant shall put in an installation for Landlords approval. Landlord's approval of any sign will not be unreasonably withheld or delayed.

8. Tenant shall have reasonable access to the elevators within the building for the purpose of transporting furniture to the Premises; provided such use shall not be permitted to interfere with normal and usual use of the elevators by other tenants and their visitors. Tenant shall be responsible for any damage done to the elevators or other areas of the building in connection with transportation of said products and shall promptly repair any damage caused thereto.
9. All garbage and refuse shall be deposited in the kind of container specified by Landlord, and shall be placed outside the Premises prepared for collection in the manner and at the times and places specified by Landlord and in accordance with all governmental regulations. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at tenant cost.
10. No radio or television aerial or other similar devices shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial shall be erected on the roof of the building or any exterior walls of the Premises, or on the grounds, without in each instance, the written consent of Landlord. Any aerial so installed without Landlord's written consent may be removed by Landlord at any time and Landlord shall not be liable to Tenant for such removal including any damage to property caused during the removal.
11. Tenant and its employees shall park their cars in those portions of the parking areas designated by Landlord.
12. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expenses of any breakage, stoppage, or damage resulting from a violation of this provisions shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused same.

Sponsored by: Interim City Manager

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE XI, DIVISION 3 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES ENTITLED "PLANNING AND ZONING BOARD", SPECIFICALLY SECTION 2-497 (i-ii); ENTITLED "CREATED; COMPOSITION; TERM OF OFFICE; QUALIFICATIONS; ORGANIZATION; MEETINGS RECORDS" TO REDUCE BOARD MEMBERSHIP FROM SEVEN MEMBERS TO FIVE MEMBERS TO COINCIDE WITH THE TERM OF OFFICE FOR CITY COMMISSIONERS; PROVIDING FOR TWO ALTERNATE MEMBERS TO BE RECOMMENDED BY THE CITY MANAGER AND APPROVED BY THE CITY COMMISSION FOR A TWO YEAR TERM; REDUCING THE REQUIREMENT FOR CITY RESIDENTS TO SERVE FROM FOUR RESIDENTS TO THREE RESIDENTS; AMENDING CHAPTER 22, ARTICLE II, SECTION 22-34 OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS ENTITLED "PLANNING AND ZONING BOARD" TO PROVIDE FOR TWO ALTERNATE MEMBERS TO BE APPOINTED BY THE CITY COMMISSION FOR A TWO YEAR TERM; CLARIFYING THAT ALTERNATE MEMBERS SHALL REPLACE A REGULAR MEMBER WHEN A REGULAR MEMBER IS UNAVAILABLE TO ATTEND A MEETING; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; RESCINDING ALL ORDINANCES IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 26, 2025, the City Commission of the City of Opa-locka held a Board Workshop with City Commissioners and city staff to address various City boards and their effectiveness; and

WHEREAS, the City Clerk and the Interim City Manager solicited feedback from City Commissioners regarding the vitality of City of Opa-Locka boards; and

WHEREAS, the Interim City Manager has observed that the Planning and Zoning Board (PZAB) has repeatedly been unable to conduct meetings due to the failure to obtain a quorum; and

WHEREAS, the City Commission desires to amend Article XI, Division 3, Section 2-497 of the City of Opa-Locka's Code of Ordinances, to reduce the total number of members from seven (7) to five (5) and allow for two additional members to serve as alternates. Further, to reduce the requirement for residents serving from four (4) residents to three (3) residents and provide for two (2) professional members representing certain specified backgrounds for the board; and

WHEREAS, the City Commission further desires to amend Article XI, Division 3, Section 2-497 and Chapter 22, Article II, Section 22-34 of the City of Opa-Locka's Code of Ordinances, relating to the Planning and Zoning Board to provide for two alternate members to be appointed by the city commission for a two year term.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Article XI, Division 3 of the City of Opa-Locka's Planning and zoning board, specifically Section 2-497 (i) – (ii) entitled "Created; composition; term of office; qualifications; organization; meetings; records" and shall read:

Sec. 2-497. Created; composition; term of office; qualifications; organization; meetings; records.

(i) A planning and zoning board was created on January 11, 2017, which shall be an advisory body to the commission, consisting of ~~seven (7)~~ 5 members, with two alternate members. each of whom One regular member shall be appointed by each member of the city commission, for a term of ~~two (2) or four (4) years, except for the initial terms of the board upon its creation. The terms shall be staggered such that not fewer than two (2) nor more than three (3) terms shall expire each year. that shall coincide with that of the commissioner who selected the member.~~ Alternate members shall be appointed by the commission, following the recommendation of the City Manager. Alternate members shall be appointed for a two (2) year term. An alternate member shall replace a regular member when a regular member is unavailable to attend a meeting. The terms of board members shall commence on October 1 and shall expire on September 30. Each member of the board shall serve until the expiration of his or her term.

(ii) At least ~~four (4)~~ three (3) members of the planning and zoning board shall be residents of the City of Opa-locka. ~~All other three (3)~~ Two (2) members shall be representatives of one of the following professions: (i) an architect, (ii) a landscape architect, (iii) an engineer, (iv) a real estate professional, or (v) an owner of real property within the City of Opa-locka. The professionals (with the exception of the property owner) may not be actively involved with a project in the City of Opa-locka. Members of the planning and zoning board shall have diverse backgrounds, and whenever possible, prior experience in land use, planning, zoning, legal matters, environmental matters, or building and development. Members of the planning and zoning board shall hold no other public office or position in the city.

Section 3. Amending Chapter 22, Article II, Section 22-34, of the City of Opa-Locka's Land Development Regulations entitled "Planning and Zoning Board, which shall read:

Sec. 22-34 Planning and zoning board.

A. Established. The city commission hereby establishes a planning and zoning board, which shall be an advisory body to the commission, consisting of five (5) members, with two alternates, appointed by the City Commission as prescribed by the Code who shall be residents of the City, ~~one (1) chosen by each member of the City Commission~~, and none of whom shall hold any other public office or position in the City. Regular members shall serve a term which will coincide with that of the commissioner who selected them. Alternate members shall serve a term of two (2) years. An alternate member shall replace a regular member when a regular member is unavailable to attend a meeting. The planning and zoning board shall elect a chair and vice-chair from among its appointed members. The mayor and city manager shall serve as ex-officio members of the council. Members may be removed by the city commission upon written charges and after public hearing, and vacancies shall be filled for the unexpired term of any member. Meetings shall be held once a month, at a minimum, as needed and determined by the chair. The council shall keep a record of its proceedings, findings and determinations showing the vote on each matter. The record shall be filed with the city clerk's office. Members of this council shall serve without compensation.

Section 4. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith this ordinance are hereby repealed.

Section 5. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 6. Inclusion In Code.

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Emergency Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 7. Effective Date.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

PASSED FIRST READING this ____ day of _____ 2025.

PASSED SECOND READING this ____ day of _____ 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Ervin	_____ (Yes)	_____ (No)
Commissioner Santiago	_____ (Yes)	_____ (No)
Vice Mayor Kelley	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:	Gregory D. Gay		Department Director Signature:				
Interim City Manager:	Shamecca Lawson		ICM Signature:				
Commission Meeting Date:	July 9, 2025		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Resolution Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
		X		X		X	
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
				X			
ILA Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X					
Sponsor Name	Interim City Manager		Department:	Planning & Community Development			

Short

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA,FLORIDA, AMENDING THE CITY OF OPA-LOCKA CODE OF ORDINANCES NO. 17-01 SECTION 2, AND THE LAND DEVELOPMENT REGULATIONS ARTICLE 2.- SECTION 22-34 AND 22-35 OF PLANNING, ZONING, AND APPEALS BOARD (PZAB); SECTION 2.- MEETINGS; AMENDING THE TOTAL NUMBER OF MEMBERS TO ESTABLISH A QUORUM; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Staff Summary:

During the March 26th, 2025, Board Workshop the City Clerk and the Interim City Manager presented the City Commission with collaborative feedback regarding the vitality of City boards. It has been determined that the Planning and Zoning Board (PZAB) has repeatedly been unable to conduct a meeting due to the failure of quorum. It is recommended to amend Article 2, - Section 22-34 and 22.35, to reduce its total number of members from seven (7) to five (5) with two alternates. This will allow for three (3) of the members to be Opa-locka residents while the

remaining two (2) members shall be professionals. This enable the Board to establish a quorum with three (3) members.

Financial Impact- There is no fiscal impact for this ordinance.

Attachment:

"
Draft Ordinance

Sponsored by: Interim City Manager

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE XI, DIVISION 13, ENTITLED HISTORIC ENVIRONMENTAL PRESERVATION BOARD, SEC. 2-570.81; ENTITLED "CREATED; COMPOSITION; TERM OF OFFICE; QUALIFICATIONS; ORGANIZATION; MEETINGS; RECORDS" TO REDUCE THE TOTAL NUMBER OF MEMBERS TO ESTABLISH A QUORUM; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; RESCINDING ALL ORDINANCES IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 16-13, the City of Opa-Locka, Florida ("City") established the Historic Environmental Preservation Board ("Board") in order to preserve and protect the City's historic and cultural heritage and foster civic pride; and

WHEREAS the Historic Environmental Preservation Board was also established to protect the green environment within the City, especially, the preservation of its trees in order to support Arbor Day principles; and

WHEREAS, pursuant to Article XI, Division 13, Section 2-570.81 of the City Code of Ordinances, the City created, provided for composition; term of office; qualifications; organization; meetings, records standards and established duties and responsibilities of the Historic Environmental Preservation Board; and

WHEREAS, during the March 26th, 2025, Board Workshop the City Clerk and the Interim City Manager presented the City Commission with collaborative feedback regarding the vitality of City boards; and

WHEREAS, it has been determined that the Historic Environmental Preservation Board (HEPB) has repeatedly been unable to conduct a meeting due to the failure of quorum; and

WHEREAS, it is recommended to amend Article XI, Division 13, Section 2570.81 of the City Code of Ordinances, to reduce its total number of members from nine (9) to five (5) with two alternates. This will allow for members three (3) of the members to be Opa-locka residents while the remaining two (2) members shall be professionals. This enables the Board to establish a quorum with three (3) members; and

WHEREAS, the City Commission desires to amend Article XI, Division 13, Section 2-570.81 of the City Code of Ordinances, relating to the Historic Environmental Preservation Board, to reduce the total number of members to establish a quorum.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Article XI, Division 13, relating to the Historic Environmental Preservation Board, Section 2-570.81. "Created; composition; term of office; qualifications; organization; meetings; records.", of the City Code of Ordinances, which shall read:

Sec. 2-570.81. Created; composition; term of office; qualifications; organization; meetings; records.

- (a) A historic environmental preservation board ("board") is hereby created, which shall be an advisory body to the commission, consisting of ~~nine (9)~~ five (5) members, each of whom shall be appointed by the city commission, for a term of four (4) years. The advisory shall also consist of two alternates. Alternate members shall serve a term of two (2) years. Each member of the board shall serve until the expiration of his or her term. Members shall be eligible for reappointment. The city commission shall attempt to appoint architects, realtors, historians, art historians, lawyers, engineers, archaeologists or other individuals from the business, financial, or other segments of the community who, by virtue of their profession or business, have demonstrated concern for historic preservation. The historic environmental preservation board shall include not less than one architect; one real estate agent or attorney at law; and one historian or architectural historian. The city manager shall provide qualified professional staff for the board.
- (b) At least ~~five (5)~~ three (3) members of the historic environmental board shall be residents of the city. The city commission, within its discretion, may appoint up to a maximum of ~~four (4)~~ two (2) members of the board who are not residents of the city. These ~~four (4)~~ two (2) appointments shall be made on the basis of civic pride, integrity, experience and interest in the field of historic preservation and city beautification. Members of the historic environmental preservation board shall hold no other public office or position in the city.
- (c) The members of the historic environmental preservation board shall elect a chair and vice-chair from among its appointed members. The city commission may remove members and vacancies shall be filled for the unexpired term of any removed member.

- (d) Meetings of the historic environmental preservation board shall meet not less than six (6) times in any calendar year. Records shall be maintained pursuant to state law, findings and determinations showing the vote on each matter and shall file the record and approved minutes of each meeting with the city clerk within thirty (30) days of the date of the meeting, or as soon thereafter as practicable. Members of the historic environmental board shall serve without compensation.
- (e) The historic environmental preservation board may adopt reasonable rules of procedure to govern the conduct of its business and the holding of public hearings and workshops, consistent with procedures established for it by the city commission.

Section 3. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith this ordinance are hereby repealed.

Section 4. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Inclusion In Code.

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Emergency Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 6. Effective Date.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

PASSED FIRST READING this ____ day of _____ 2025.

PASSED SECOND READING this ____ day of _____ 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	(Yes)	(No)
Commissioner Ervin	(Yes)	(No)
Commissioner Santiago	(Yes)	(No)
Vice Mayor Kelley	(Yes)	(No)
Mayor Taylor	(Yes)	(No)



City of Opa-locka Agenda Cover Memo

Department Director:	Gregory D. Gay		Department Director Signature:				
Interim City Manager:	Shamecca Lawson		ICM Signature:				
Commission Meeting Date:	July 9, 2025		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Resolution Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
				X		X	
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
				X			
ILA Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X					
Sponsor Name	Interim City Manager		Department:	Planning & Community Development			

Short

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA,FLORIDA, AMENDING THE CITY OF OPA-LOCKA CODE OF ORDINANCES AMENDING ARTICLE XI DIVISION 13 ENTITLED HISTORIC ENVIRONMENTAL PRESERVATION BOARD SEC.2-497 ENTITLED CREATED; COMPOSITION; TERM OF OFFICE; QUALIFICATIONS; ORGANIZATION; MEETINGS; RECORDS TO REDUCE THE TOTAL NUMBER OF MEMBERS TO ESTABLISH A QUORUM; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Staff Summary:

During the March 26th, 2025, Board Workshop the City Clerk and the Interim City Manager presented the City Commission with collaborative feedback regarding the vitality of City boards. It has been determined that the Historic Environmental and Preservation Board (HEPB) has repeatedly been unable to conduct a meeting due to the failure of quorum. It is recommended to amend, to reduce its total number of members from seven (7) to five (5) with two alternates. This will allow for three (3) of the members to be Opa-locka residents while the remaining two (2)

members shall be professionals. This will enable the Board to establish a quorum with three (3) members.

Financial Impact- There is no fiscal impact for this ordinance.

Attachment:

^H
Draft Ordinance