APPENDIX "A"

MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES DIVISION OF ENVIRONMENTAL RESOURCES MANAGEMENT

NOTICE TO ALL CONTRACTORS

(1 Page)

MIAMI DADE COUNTY, FLORIDA DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES 701 NW 1ST COURT SUITE 200 MIAMI, FLORIDA 33136 (305) 372-6789

NOTICE TO ALL CONTRACTORS INVOLVED IN ANY CONSTRUCTION ACTIVITY WHICH REQUIRES DEWATERING WITH ULTIMATE DISCHARGE INTO A CANAL, LAKE, DITCH OR STORM SEWER WHICH DISCHARGES INTO AN OPEN BODY OF WATER OR BISCAYNE BAY.

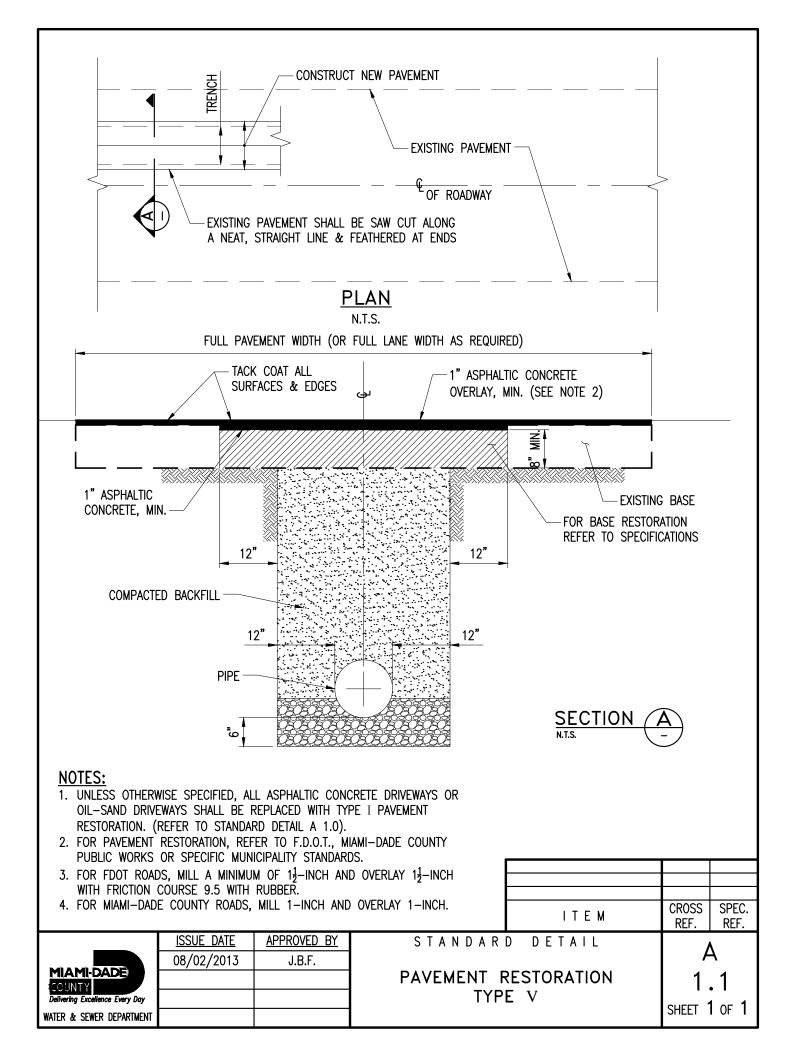
Please be aware that if you are involved in any construction activity as above described, you are required to provide all necessary measures in order to maintain turbidity in the receiving body of water within the acceptable limits as established by the Florida Building Code. You must present a separate plan to be included with your building plans indicating your proposed measures or apply for a permit from Miami-Dade County Department of Regulatory and Economic Resources before your construction plans will receive final approval. For additional information, please contact Maria Molina, P.E. Chief, Water Control Section at 305-372-6769.

APPENDIX "B"

MIAMI-DADE WATER AND SEWER DEPARTMENT

STANDARD DETAILS

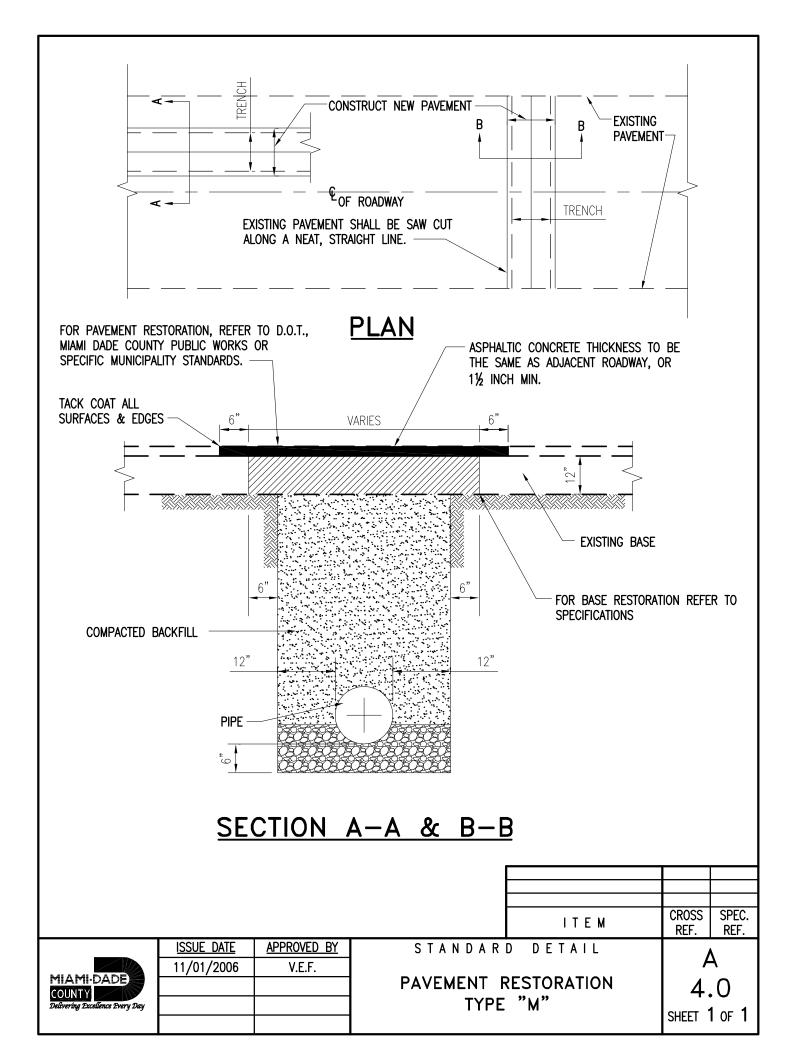
(34 Pages)



		ADAP.	Adapter		
		A.R.V.	Air Release Valve		
		ASPH.	Asphalt Asphatas Comont Ding		
		A.C.P. Ave.	Asbestos Cement Pipe Avenue		
		β.	Base Line		
		B.J.	Break Joint		
		B.	Bell		
		B.O. BOT.	Blow–Off Bottom		
		BUTT. V.	Butterfly Valve		
		Ę	Center Line		
		C.V.	Check Valve		
		COR. C.B.	Corner Catch Basin		
		C.C.	Center to Center		
		C.I.P.	Cast Iron Pipe		
		CONN. CONC.	Connection Concrete		
		COND.	Conduit		
		CONT.	Contract		
		С.В. #	Core Boring #		
		C.M.P. CORP. STOP	Corrugated Metal Pipe Corporation Stop		
		CU. YD.	Cubic Yard		
		DET.	Detail		
		D.I.P. DWG.	Ductile Iron Pipe Drawing		
		DIV.	Division		
		DWY.	Driveway		
		E. EL.	East		
		ELEC.	Elevation Electric		
		E.O.P.	Edge of Pavement		
		EXIST.	Existing		
		F.B. F.B. #	Full Bevel Field Book No.		
		F.H.	Fire Hydrant		
		FLG.	Flanged - Flange		
		F.O. FTG.	Flanged Outlet Footing		
		F.M.	Force Main		
		F.V.O.	Flushing Valve Outlet		
		GALV.	Galvanized		
		G.I.A. G.	Galvinized Iron Pipe Gas		
		G.V.	Gate Valve		
		GA.	Gauge		
			_		
				ITEM	CROSS SPEC. REF. REF.
	<u>ISSUE_DATE</u> 06/01/2008	APPROVED BY V.F.C.	STANDARD	DETAIL	A
	00/01/2000	¥.1.0.	ABBREVIATIO	ONS FOR	10.0
COUNTY Delivering Excellence Every Day			DEPARTMENT'S		
WATER & SEWER DEPARTMENT					SHEET 1 OF 3

		H.B.J.	Horizontal Break Joint	
		H.L.	Horizontal length	
		H.B.	Half Bevel	
		H.F.B.	Horizontal Full Bevel	
		H.H.B.	Horizontal Half Bevel	
		INT.	Interceptor	
		INV.	Invert	
		LAT.	Lateral	
		LGTH.	Length	
		L.L.	Laid Length	
		L.P.	Light Pole	
		LT.	Left	
		LOC.	Location	
		M.B.	Mail Box	
		MH.	Manhole	
		MIN.	Minimum	
		MAX.	Maximum	
		M.J.	Mechanical Joint	
		М	Monument Line	
		NIP.	Nipple	
		Ν.	North	
		No.	Number	
		PVMT.	Pavement	
		P.E.	Plain End	
		P.V.	Plug Valve	
		PSI	Pounds per Square Inch	
		£	Property Line	
		P.C.	Point of Curvature	
		P.C.C.P.	Prestressed Concrete Cylinder Pipe	
		P.T. P.I.	Point of Tangency Point of Intersection	
		LBS.	Point of intersection Pounds	
		P.O.	Push-on	
		PROP.	Proposed	
		P.V.A.	Polyvinyl Chloride	
		RT.	Right	
		R/W	Right of Way	
		R.C.P.	Reinforced Concrete Pipe	
		REQ'D.		
		REQ D. REST.	Required Restrained	
		RGE.	Range	
		REV.	Revised-Revision	
		SH.	Short	
			Short Section Line	
		≨ S.	South	
		SQ. FT.	Square Feet	
		S.	Spigot	
				+ $+$ $-$
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			ITEM	CROSS SPEC. REF. REF.
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Delivering Excellence Every Day			DEPARTMENT'S PROJECTS	SHEET 2 of 3
WATER & SEWER DEPARTMENT				

	SEC. SHT. SLV. STL. P. ST. SAN. S.S. STA. SPK. TAP. SLV. TAP. V. TEL. TEL. BOX T.F.O. T.L. T.O.P. TRANS. P. TYP. T.R. U.P. UNK. V.C.P. W. W.M. W/O W. MTR. X.	Section Sheet Sleeve Steel Pipe Street Sanitary Sewer Storm Sewer Station Sprinkler Tapping Sleeve Tapping Valve Telephone Belephone Box Tapping Flanged Outlet Traffic Light Top of Pipe Transite Pipe Township Typical Thrust Resistant Utility Pole Unknown Vitrified Clay Pipe West Water Main Without Water Meter Extra	CROSS SPEC. REF. REF.
ISSUE DATE 06/01/2008	APPROVED BY V.F.C.	STANDARD DETAIL	A
COUNTY Defivering Excellence Every Day WATER & SEWER DEPARTMENT		DEPARTMENT'S PROJECTS	10.0 SHEET 3 OF 3



Method "A"

Cut the polyethylene tube 2 ft. longer than the length of pipe section. Slip the tube around the pipe so as to allow 1 ft. overlap at each end. Overlap the other pipe section after pipe is installed.

Method "B"

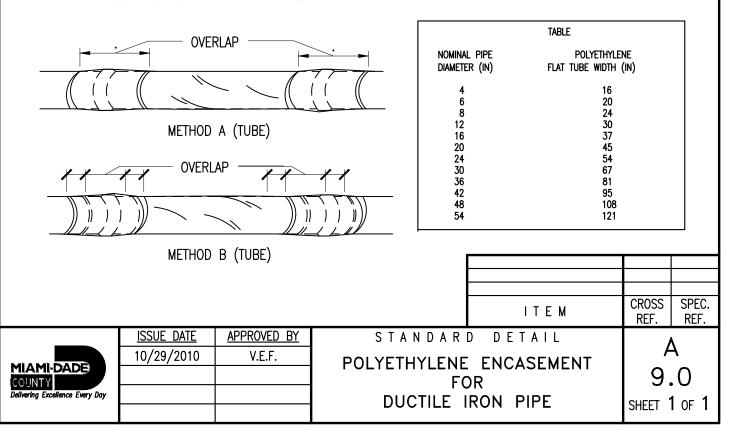
Cut the polyethylene tube 1 ft. shorter than the length of pipe sections. Slip the tube around the pipe so as to allow 6 in. of bare pipe at each end. Before making a joint, slip a 3 ft. Length of polyethylene tube over the preceding pipe section. Overlap by at least 1 ft. and secure, after joint is made.

Method "C"

Wrap odd shaped fitting with sheet or split length of polyethylene tube by passing the sheet under the fitting and bringing it up around the body. Make seams by bringing it folding over twice, and tapping down. Tape sheet securely in place at valve stem and other penetrations.

NOTES:

- 1. The Department reserves the right to require polyethylene encasement wherever, in their opinion, corrosive soils exist.
- 2. Tube size will be as listed in table.
- 3. Pipe-shape fittings (bends, reducers, etc.) shall be treated according to Methods "A" and "B". Odd shaped fittings (valves, tees, etc.) shall be treated according to Method "C".
- 4. 6" adhesive tape shall be used to secure encasement.
- 5. Special care shall be taken to prevent damage to wrapping when placing backfill.
- 6. Refer to ASTM D1248 for approved material and accessories.
- 7. Only virgin polyethylene material having a minimum thickness of 8 mils is approved.



- 1. ALL MATERIALS AND LABOR UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE MIAMI-DADE WATER AND SEWER DEPARTMENT AND SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS AVAILABLE AND ON FILE WITH THE DEPARTMENT. SUBMIT SHOP DRAWINGS FOR ALL MATERIALS.
- 2. COVER OVER WATER OR SEWER FORCE MAINS SHALL BE 4'-0" MIN.
- 3. ALL MAIN LINE VALVES SHALL BE INSTALLED COMPLETE WITH 10" RISER PIPES AND NO. 3 OR 53 VALVE BOXES FIRE HYDRANTS AND SERVICE VALVES SHALL BE INSTALLED COMPLETE WITH 6" RISER PIPES AND NO. 2 VALVE BOXES.
- 4. ALL FORCE MAIN SERVICE CONNECTIONS INTO PRESSURE TRANSMISSION MAINS SHALL HAVE A SHUT OFF VALVE AND CHECK VALVE AT THE POINT OF ENTRY.
- 5. ALL GRAVITY SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH DEPARTMENT STANDARDS.
- 6. ALL WATER METERS WILL BE INSTALLED BY THE MIAMI-DADE WATER AND SEWER DEPARTMENT, PROVIDING THE APPROPRIATE CHARGES HAVE BEEN PREPAID.
- 7. FIRE HYDRANT REQUIREMENTS (NUMBER AND LOCATION) SHALL BE AS REQUIRED BY MIAMI-DADE COUNTY FIRE DEPARTMENT OR THE APPROPRIATE FIRE AGENCY WITH INSTALLATION IN ACCORDANCE WITH DEPARTMENT STANDARDS.
- 8. CONTRACTOR MUST CALL MDWASD INSPECTION DIVISION TO ARRANGE FOR A PRECONSTRUCTION MEETING 2 FULL BUSINESS DAYS PRIOR TO PROPOSED START OF CONSTRUCTION. CONTACT ONE CALL CENTER 48 HRS PRIOR TO EXCAVATION.
- 9. CONTRACT INSPECTOR WILL INSPECT ANY FACILITIES APPROVED BY THE DEPARTMENT. ALL OTHER REQUIREMENTS OF THE PERMITTING AGENCY SHALL BE IN ACCORDANCE WITH THEIR STANDARDS AND REQUIREMENTS.
- 10. WORK PERFORMED UNDER THIS PROJECT WILL NOT BE CONSIDERED AS COMPLETE UNTIL FINAL ACCEPTANCE OF THE SYSTEM BY THE DEPARTMENT AND UNTIL THE FOLLOWING DOCUMENTS ARE RECEIVED AND APPROVED BY THE DEPARTMENT:
- a. EASEMENTS, IF REQUIRED
- b. CONTRACTOR'S WAIVER AND RELEASE OF LIEN
- c. ABSOLUTE BILL OF SALE
- d. i. CONTRACTOR'S LETTER OF WARRANTY (I.E., LETTER AGREEMENT) ii DEVELOPER'S CONTRACT BOND (I.E., CONTRACT AGREEMENT).
- e. "RECORD DRAWING" PRINTS (24"x 36") SHOWING SPECIFIC LOCATIONS, DEPTH, ETC. OF ALL WATER AND SEWER FACILITIES AS LOCATED BY A LICENSED SURVEYOR & MAPPER, ALONG WITH PRINTS OF "RECORD DRAWINGS" WHICH HAVE BEEN SIGNED AND SEALED BY A REGISTERED SURVEYOR & MAPPER. (No. OF PRINTS: 3-FOR WATER, 4-FOR GRAVITY SEWER AND 5-FOR FORCE MAIN OR PUMP STATION PROJECTS). Submittal of final CAD Files required.
- f. H.R.S. LETTER OF RELEASE REQUIRED FOR ALL WATER PROJECTS
- g. BILL OF SALE SKETCH (8½"x 11") FOR WATER AND SEWER, SEPARATELY
- 11. ALL NEW CONNECTIONS FROM EXISTING DEPARTMENT MAINS TO BE MADE BY DEPARTMENT FORCES ONLY. THE CONTRACTOR TO EXCAVATE AT REQUIRED LOCATIONS, PROVIDE AND INSTALL MATERIAL WITH FITTINGS, PRIOR TO TAP.
- 12. AN APPROVED PAVING AND DRAINAGE PLAN MUST BE SUBMITTED TO MDWASD FOR ALL NEW SUBDIVISIONS PRIOR TO APPROVAL OF WATER AND SEWER PERMIT PLANS, UPON REQUEST.

13. UNLESS OTHERWISE SPECIFIED, ALL TAPS 20 INCHES AND SMALLER FOR CONNECTIONS TO EXISTING MAINS WILL BE DONE BY DEPARTMENT FORCES. UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR BE PERMITTED TO TAP EXISTING MAINS IN THE SIZE RANGE SPECIFIED ABOVE. THE TAPPING SLEEVE AND TAPPING VALVE ARE FURNISHED AND INSTALLED BY THE CONTRACTOR UNDER THE SUPERVISION OF THE INSPECTOR

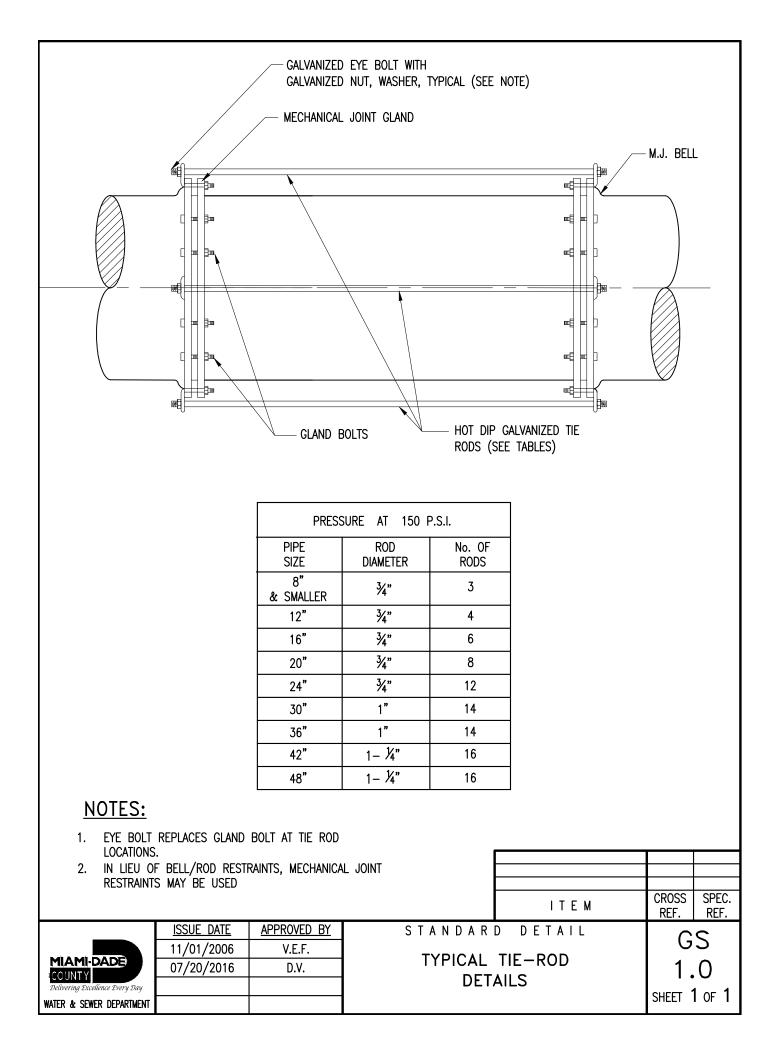
UNDER THE S	SUPERVISION OF TH	HE INSPECTOR.				
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WATER & SEWER DEPARTMENT					JILLI	

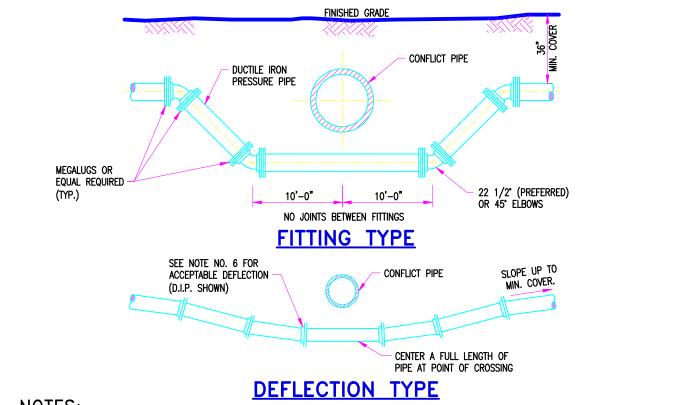
1. AT THE COMPLETION OF ANY WATER AND SEWER JOB EITHER DONATION OR CONTRACT, THE CONTRACTOR SHALL SUBMIT:

a. RECORD DRAWING PRINTS WHICH HAVE BEEN SIGNED AND SEALED BY A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER (QTY. OF PRINTS AS REQUIRED BY THE DEPARTMENT).

- 2. "RECORD DRAWING" FORMAT:
 - a. 24"x 36" PRINTS
 - b. PDF FILE
 - c. CADD FILE (DWG OR DXF) ROTATED AND TRANSLATED TO STATE PLANE COORDINATES NAD 83 FLORIDA EAST ZONE
 - d. THE WORDS "RECORD DRAWING" IN LARGE LETTERS
 - e. TITLE BLOCK WITH DEPARTMENT DS, DW OR ER NUMBER AND PERTINENT INFORMATION
 - f. PREFERRED SCALE TO BE 1"= 40' HORIZONTALLY AND 1"= 4' VERTICALLY*
 - g. STREET NOMENCLATURE
 - h. SEPARATE RECORD DRAWINGS FOR WATER AND SEWER
 - i. SEPARATE WATER AND SEWER PROFILE
 - j. STATIONING STARTING WITH 0+00 AT PERMANENT REFERENCE POINT (I.E. €, §, ETC.) OR AS SHOWN ON DESIGN PERMIT PLANS, AND TO RUN CONTINUOUSLY TO END OF MAIN
 - k. EASEMENTS, IF ANY, TIED TO PERMANENT REFERENCE POINT
 - I. IDENTIFY ALL CONTROL LINES (I.E. BLDG. LINE, PROPERTY LINE, R/W, ETC.)
 - m. ALL "PROPOSED" INFORMATION TO BE REMOVED FROM PRINTS, LEAVING ONLY RECORD DRAWING INFORMATION REFLECTED IN DRAWINGS
- 3. WATER "RECORD DRAWINGS" MUST INCLUDE:
 - a. PLANS SHOWING PIPE SIZE, MATERIAL AND OFFSET OF MAIN, DEFLECTIONS (IF ANY), STATION OF SERVICES, HYDRANTS, VALVES, FITTINGS, IF ANY, ALL IN STATE PLANE COORDINATES. UTILITY CROSSINGS SHALL BE CLEARLY IDENTIFIED AND LOCATED.
 - b. PROFILE SHOWING TOP OF GROUND AND TOP OF PIPE ELEVATIONS AT EVERY 100' STATION AND AT ANY CHANGE IN GRADE (WITH CORRESPONDING STATION), PIPE SIZE AND PIPE MATERIALS REFERENCED TO PLAN.
- 4. SEWER "RECORD DRAWINGS" MUST INCLUDE:
 - a. PLAN SHOWING MANHOLE NUMBER, PIPE SIZE AND PIPE MATERIAL OF PIPE, DEFLECTION, SLOPE OF GRAVITY SEWER, LOCATION OF LATERALS WITH REFERENCE TO MANHOLE AND CLEANOUTS.
 - b. THE NORTHERLY AND EASTERLY COORDINATES ON ALL FIELD OBTAINED MEASUREMENTS AND PROVIDED ON ALL RECORD DRAWING SUBMITTALS
 - c. PROFILE SHOWING MANHOLE NUMBER (AS PER PLAN), RIM AND INVERT ELEVATIONS (IF MORE THAN ONE INVERT, LABEL NORTH, SOUTH, ETC.), AND STATION STARTING AT 0+00 AT DOWNSTREAM MANHOLE.
- 5. FORCE MAIN "RECORD DRAWING" SAME AS WATER MAIN.
- 6. EACH RECORD DRAWING SHALL SHOW THE FLORIDA STATE PLANE COORDINATES (CURRENT READJUSTMENT) OF ALL THE MANHOLES AND VALVES AND OF AT LEAST TWO HORIZONTAL CONTROL POINTS PROPERLY IDENTIFIED AND LOCATED WITHIN THE PROJECT.

* OTHER SCALE	MAY BE PERMITTE	D BUT MUST BE	APPROVED					
	ARTMENT PRIOR TO							
	ANIMENT FRIOR TO	FREFARATION OF	DRAWINGS.					
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Delivering Excellence Every Day			REQUIR	SHEET 2 OF 2				
WATER & SEWER DEPARTMENT					SHEET Z			

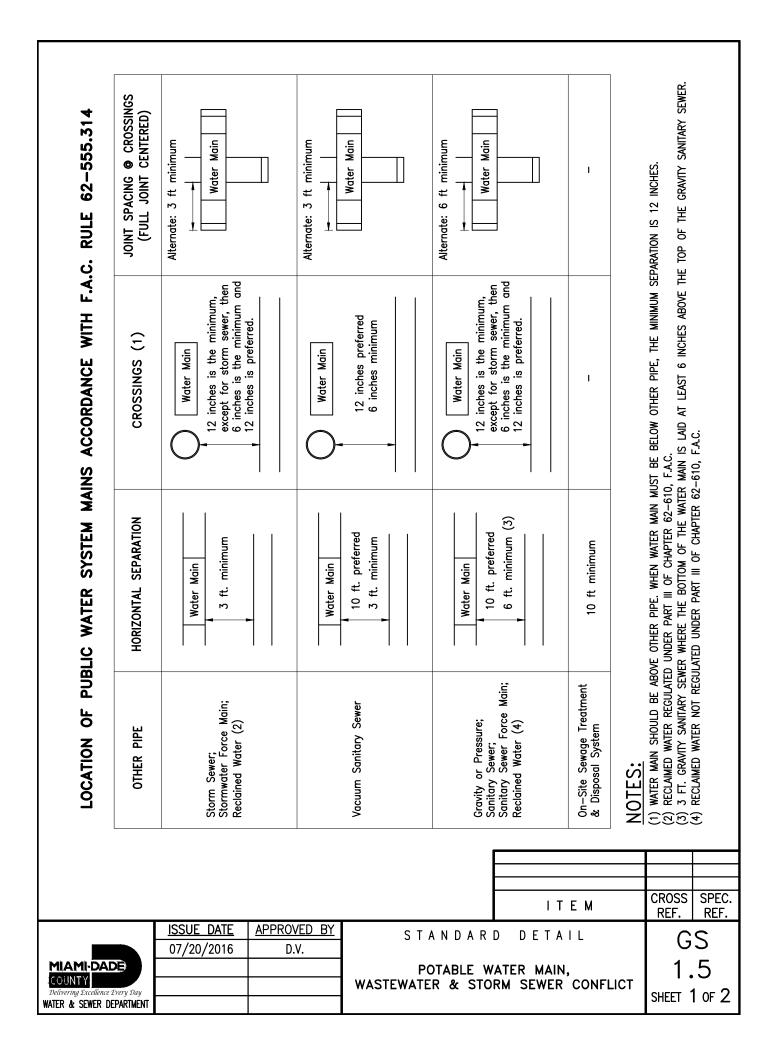


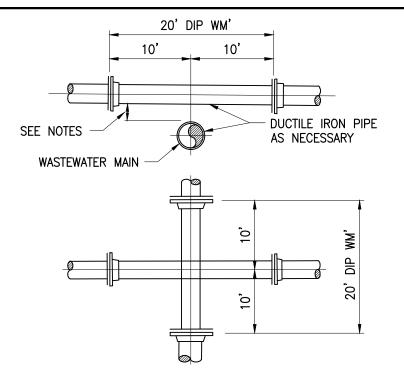


NOTES:

- 1. STORM SEWER, GRAVITY WASTEWATER AND RECLAIMED WATER MAIN CROSSING UNDER POTABLE WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF TWELVE (12) INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE TORM/WASTEWATER/RECLAIMED WATER PIPE JOINTS AND POTABLE WATER MAIN JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING WITH NO LESS THAN TEN (10) FEET BETWEEN ANY TWO JOINTS, BOTH PIPES SHALL BE D.I.P., AND THE MINIMUM VERTICAL SEPARATION SHALL BE 6 INCHES. WHERE THERE IS NO ALTERNATIVE TO STORM/WASTEWATER/RECLAIMED WATER PIPES CROSSING OVER A POTABLE WATER MAIN, THE CRITERIA FOR MINIMUM 12" VERTICAL SEPARATION BETWEEN LINES AND JOINT ARRANGEMENT, AS STATED ABOVE, SHALL BE REQUIRED, AND BOTH PIPES SHALL BE D.I.P. IRRESPECTIVE OF SEPARATION. D.I.P. IS NOT REQUIRED FOR STORM SEWERS.
- 2. WHENEVER POSSIBLE MAINTAIN MIN. TEN (10) FEET HORIZONTAL DISTANCE (WALL TO WALL) BETWEEN POTABLE WATER MAIN AND STORM SEWER, WASTEWATER MAIN, OR FORCE MAIN (A MIN. 6' SEPARATION MAY BE APPROVED ON A CASE BY CASE BASIS.) MAINTAIN MIN. THREE (3) FEET HORIZONTAL DISTANCE (WALL TO WALL) BETWEEN RECLAIMED WATER MAIN AND POTABLE WATER MAIN, STORM SEWER, WASTEWATER GRAVITY MAIN OR FORCE MAIN.
- 3. FORCE MAIN CROSSING POTABLE WATER MAIN OR RECLAIMED WATER MAIN SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF TWELVE (12) INCHES BETWEEN THE OUTSIDE OF THE FORCE MAIN AND OUTSIDE OF THE POTABLE WATER MAIN OR RECLAIMED WATER MAIN CROSSING OVER THE FORCE MAIN.
- 4. FITTINGS SHALL BE RESTRAINED.
- 5. THE DEFLECTION TYPE CROSSING IS PREFERRED.
- 6. DO NOT EXCEED 50% OF MANUFACTURERS RECOMMENDED MAXIMUM JOINT DEFLECTION FOR DUCTILE IRON PIPE. PVC PIPE CURVATURE MAY ONLY BE ACCOMPLISHED BY INSTALLING APPROPRIATE BENDS.
- 7. POTABLE WATER SERVICE LINES SHALL CROSS OVER WASTEWATER MAINS WITH MIN. 12" VERTICAL SEPARATION. WHERE THIS MIN. SEPARATION CAN NOT BE MAINTAINED, THE WATER SERVICE SHALL BE ENCASED IN A MIN. 10' LONG CASING CENTERED OVER THE CROSSING WITH MIN. 6" VERTICAL SEPARATION.

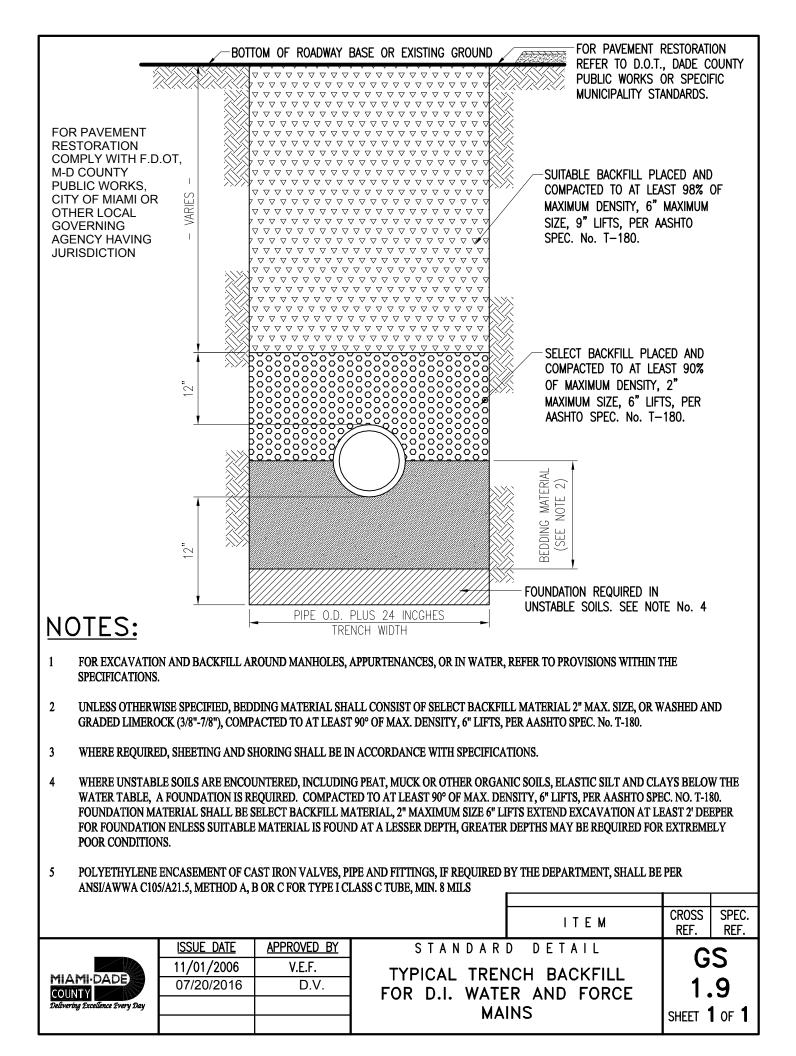
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				MAIN/FORCE MAIN	1.		
Delivering Excellence Every Day			PRESSURE PIPE	CONFLICT DETAIL	SHEET 1	l o⊏ 1	
WATER & SEWER DEPARTMENT					SHEET		





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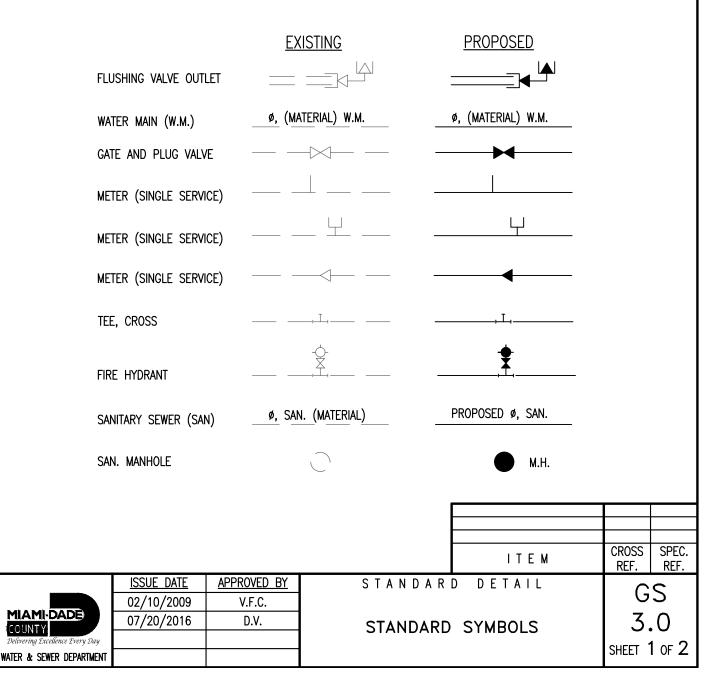
	<u>//LJ.</u>										
1.	STORM SEWER, GRAVITY WASTEWATER AND RECLAIMED WATER MAIN CROSSING UNDER POTABLE WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF TWELVE (12) INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE STORM/WASTEWATER/RECLAIMED WATER PIPE JOINTS AND POTABLE WATER MAIN JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING WITH NO LESS THAN TEN (10) FEET BETWEEN ANY TWO JOINTS, BOTH PIPES SHALL BE D.I.P., AND THE MINIMUM VERTICAL SEPARATION SHALL BE 6 INCHES. WHERE THERE IS NO ALTERNATIVE TO STORM/WASTEWATER/RECLAIMED WATER PIPES CROSSING OVER A POTABLE WATER MAIN, THE CRITERIA FOR MINIMUM 12" VERTICAL SEPARATION BETWEEN LINES AND JOINT ARRANGEMENT, AS STATED ABOVE, SHALL BE REQUIRED, AND BOTH PIPES SHALL BE D.I.P. IRRESPECTIVE OF SEPARATION. D.I.P. IS NOT REQUIRED FOR STORM SEWERS.										
2.	2. WHENEVER POSSIBLE MAINTAIN MIN. TEN (10) FEET HORIZONTAL DISTANCE (WALL TO WALL) BETWEEN POTABLE WATER MAIN AND STORM SEWER, WASTEWATER MAIN, OR FORCE MAIN (A MIN. 6' SEPARATION MAY BE APPROVED ON A CASE BY CASE BASIS). MAINTAIN MIN. THREE (3) FEET HORIZONTAL DISTANCE (WALL TO WALL) BETWEEN RECLAIMED WATER MAIN AND POTABLE WATER MAIN, STORM SEWER, WASTEWATER GRAVITY MAIN OR FORCE MAIN.										
3.	3. FORCE MAIN CROSSING POTABLE WATER MAIN OR RECLAIMED WATER MAIN SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF TWELVE (12) INCHES BETWEEN THE OUTSIDE OF THE FORCE MAIN AND OUTSIDE OF THE POTABLE WATER MAIN OR RECLAIMED WATER MAIN WITH THE POTABLE WATER MAIN OR RECLAIMED WATER MAIN CROSSING OVER THE FORCE MAIN.										
4.	4. WASTEWATER LATERALS SHALL CROSS UNDER POTABLE WATER MAINS WITH A MIN. 12" VERTICAL SEPARATION WHENEVER POSSIBLE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, A 20' SECTION OF DUCTILE IRON PIPE POTABLE WATER MAIN CENTERED ON THE CROSSING IS REQUIRED AND THE MINIMUM VERTICAL SEPARATION SHALL BE 6". WHERE THERE IS NO ALTERNATIVE TO A WASTEWATER LATERAL PIPE CROSSING OVER A POTABLE WATER MAIN, A MINIMUM 12" VERTICAL SEPARATION IS REQUIRED, THE LATERAL SHALL BE P.V.C. C-900 SDR18 OR BETTER, THE POTABLE WATER MAIN SHALL BE D.I.P. AND THE PIPE JOINTS SHALL BE EQUIDISTANT FROM THE POINT OF CROSSING.										
5.	WHERE THIS M	IIN. SEPARATION CAN	N NOT BE MAINTAINI	WASTEWATER MAINS WITH MIN. ED, THE WATER SERVICE SHALL MIN. 6" VERTICAL SEPARATION.							
6.		PERPENDICULAR WH) other utility pipes	ITEM	CROSS REF.	SPEC. REF.				
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		IINIMUM DURCES: EBAA														
-						INT FOR	DUCTILE	IRON F	PIPE, REL	EASE 3.						
	FITTING T	YPE	_				-		SIZE				-			
-			4"	6"	8"	10"	12"	16"	20"	24"	30"	36"	42"	48"		
-	90" HORIZONTAL BEND		14	20	25	30	35	45	54	62	73	84	93	101		
-	45" HORIZONTAL BEND		6	8	11	13	15	19	22	26	30	35	38	42		
-	22.5" HORIZONTAL BEN 11.25" HORIZONTAL BE		-	4	5 3	6	7	9 4	11 5	12 6	15 7	17 8	18 9	20		
-	90° VERTICAL	UPPER BEND	1 55	2 79	103	125	4	4 189	228	266	, 319	о 368	9 412	454		
	OFFSET	LOWER BEND	22	38	49	59	69	88	106	123	145	165	184	201		
	45" VERTICAL OFFSET	UPPER BEND	22	32	42	51	60	77	93	109	131	151	170	187		
-		Lower Bend Upper	10	14	19	23	28	35	43	50	59	67	75	82		
	22.5" VERTICAL OFFSET	BEND	7	12	17	21	26	34	42	49	60	70	78	87		
	UFFSEI	Lower Bend	2	4	6	8	10	14	17	21	25	29	33	36		
1	11.25° Vertical Offset	UPPER BEND	3	4	6	9	11	15	19	22	28	32	37	41		
ŀ		LOWER BEND	1	1	1	2	3	5	7	8	10	12	14	16		
r	PLUG (DEAD		32 32	45 45	59 59	70	83 83	107 107	129 129	151 151	190 100	220 110	244 125	270		
-		4"x 0	23	-10				.07	123	.01			.20			
		6"x 0	21	35												
		8"x 0 10"x 0	18 16	34 32	47 46	58										
	(LNI)	10 x 0 12"x 0	13	32 30	40 44	57	69									
	tee (Branch restraint)	12 x 0	7	26	41	55	67	90								
	별ዾ	20"x 0	1	21	38	52	65	88	109							
	RANC	24"x 0	1	16	34	49	62	86	108	129						
	Ð	30"x 0	8	28	44	58	83	106	127	154						
		36"x 0	1	1	22	39	54	80	103	124	153	179				
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<u>LEGEND</u>

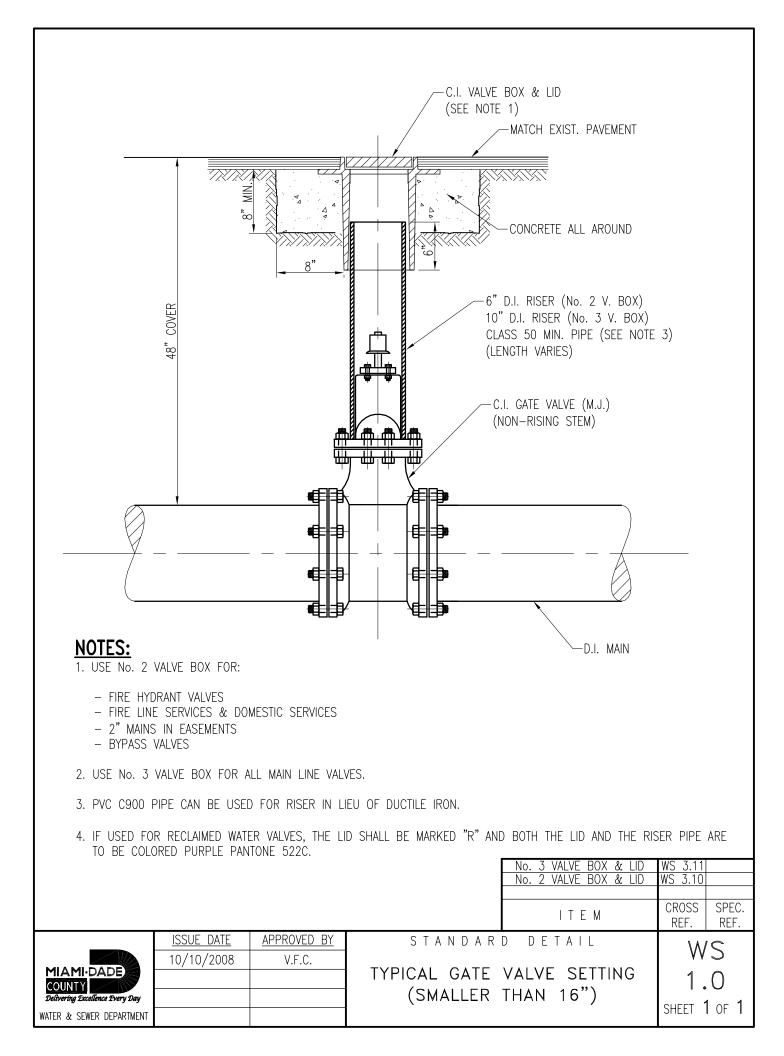
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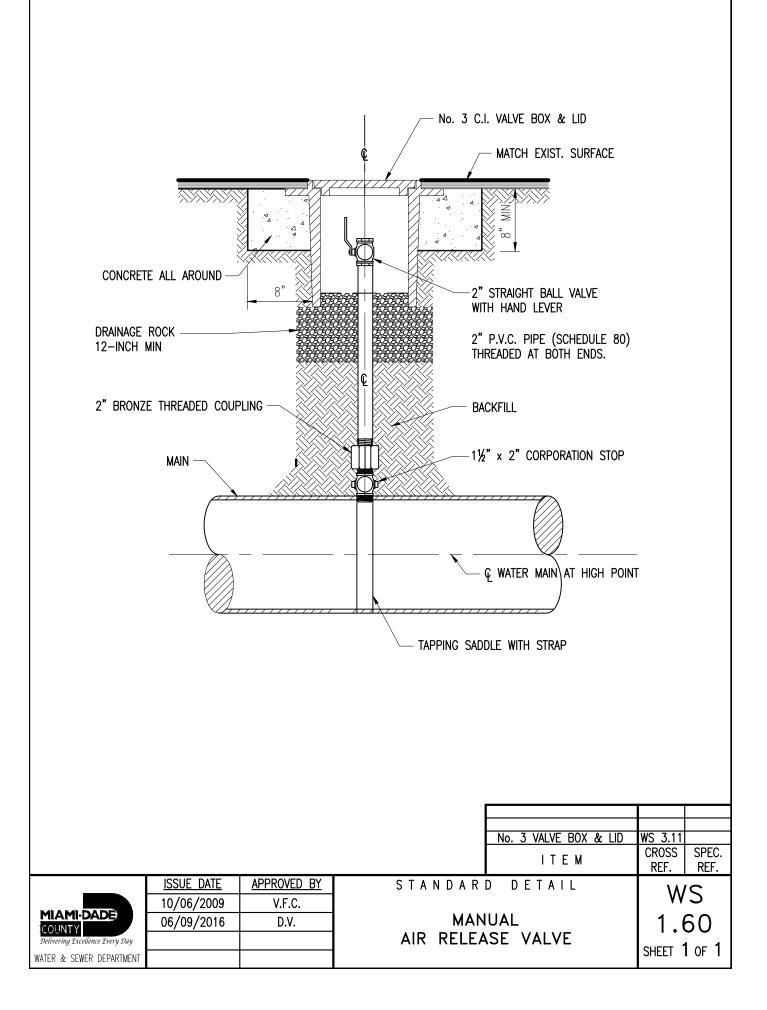


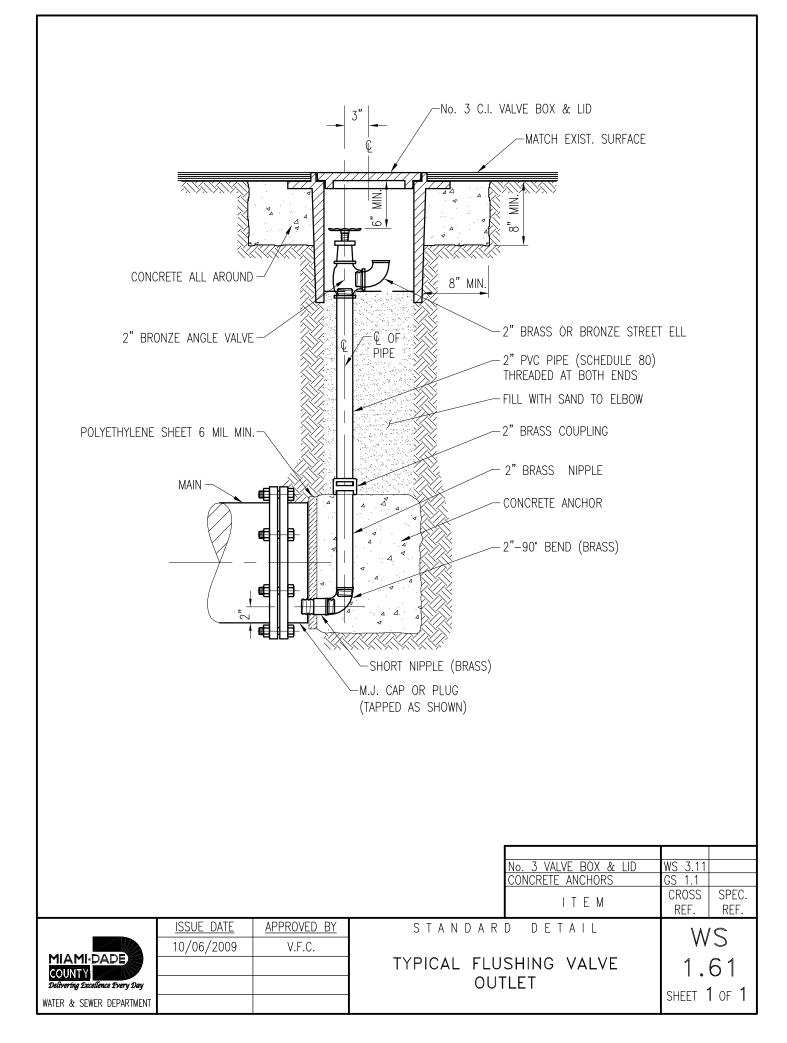
<u>LEGEND</u>

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PROPERTY LINE	<u> </u>
Center line of Pavement	<u> </u>
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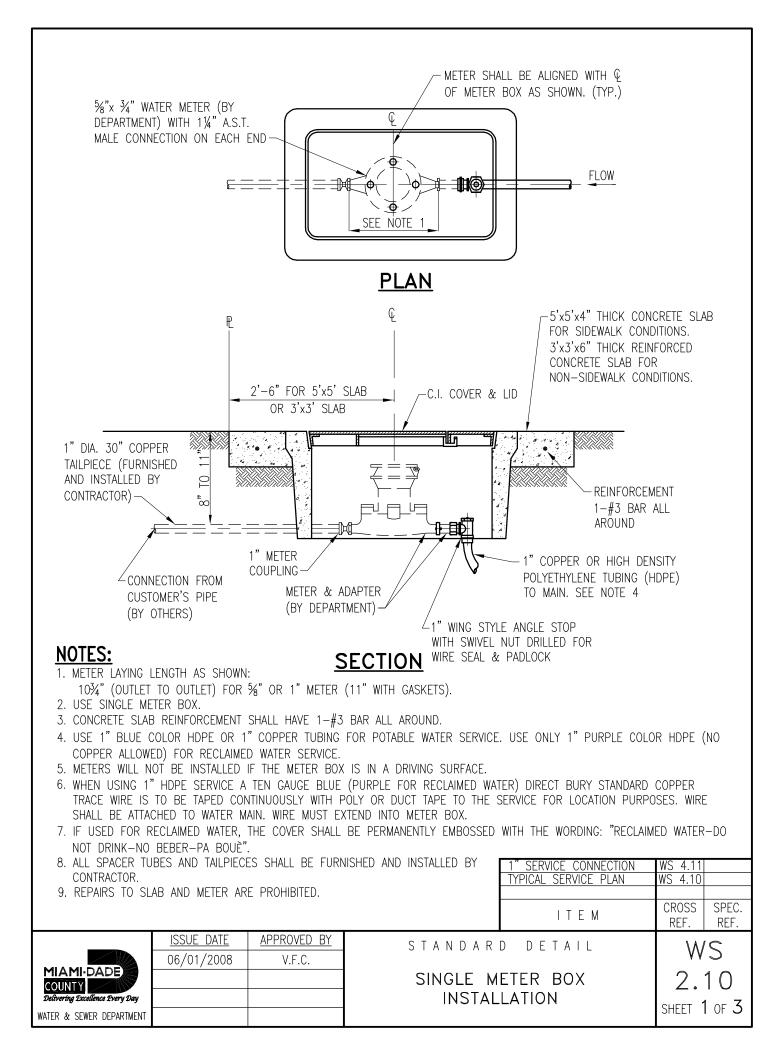


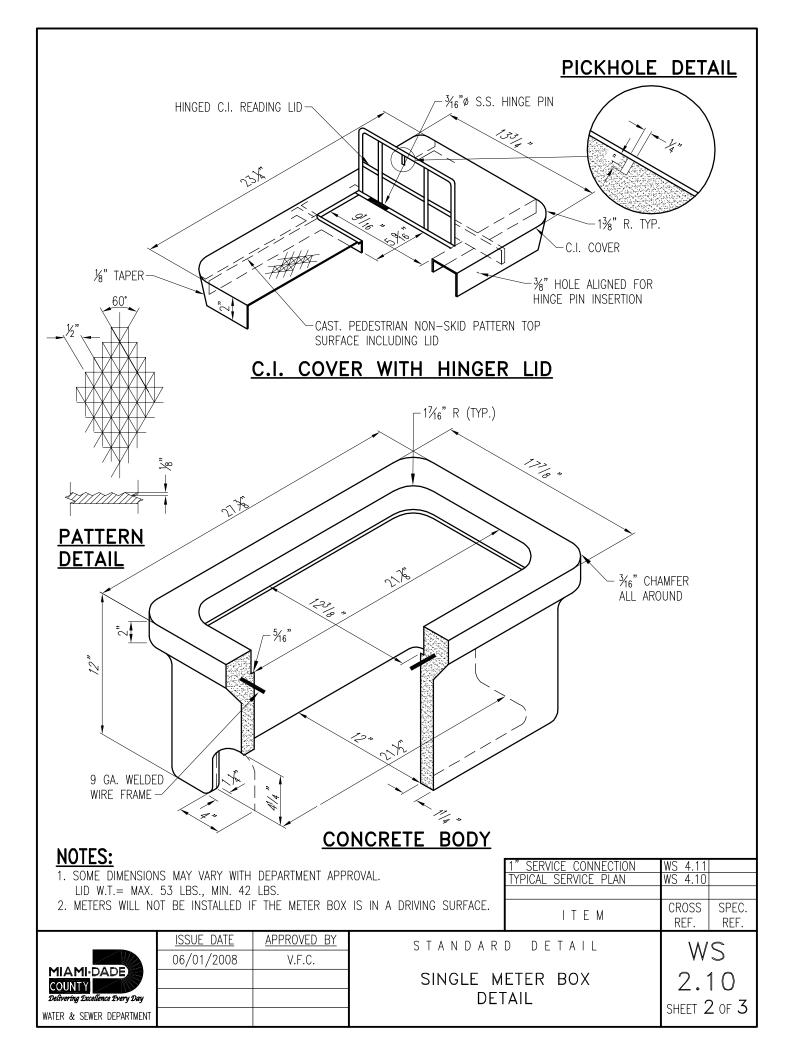


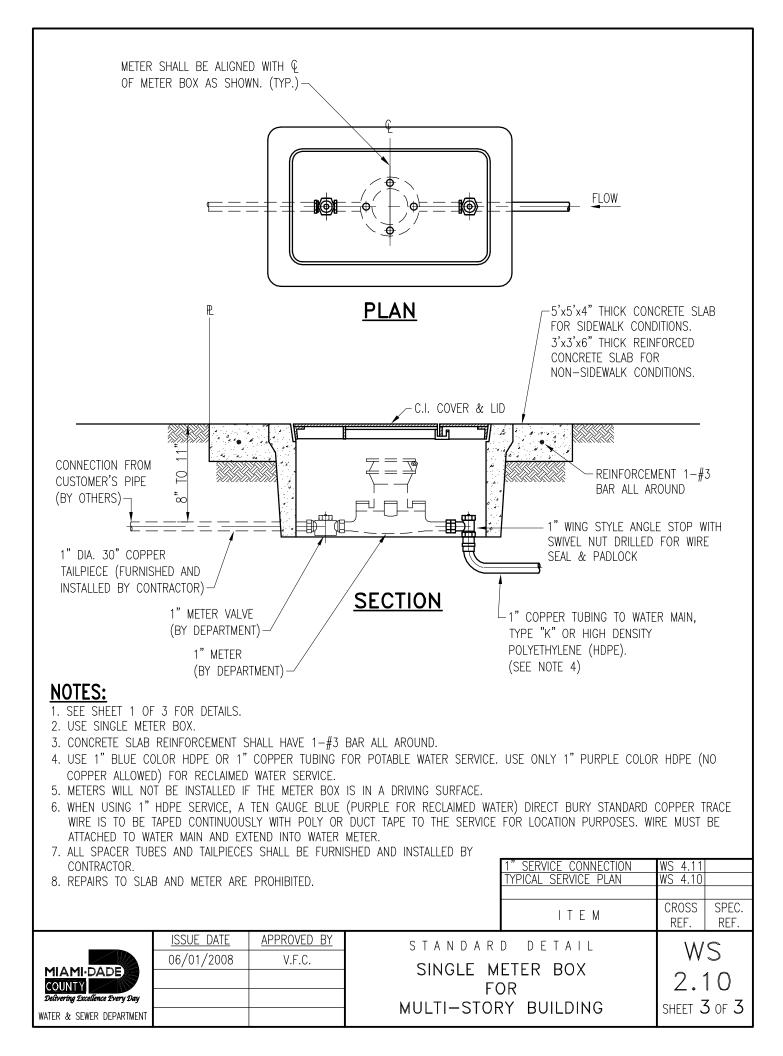
THE FOLLOWING REQUIREMENTS SHALL APPLY TO ALL CASTINGS (OR FABRICATED MATERIALS) CONTAINED HEREIN:

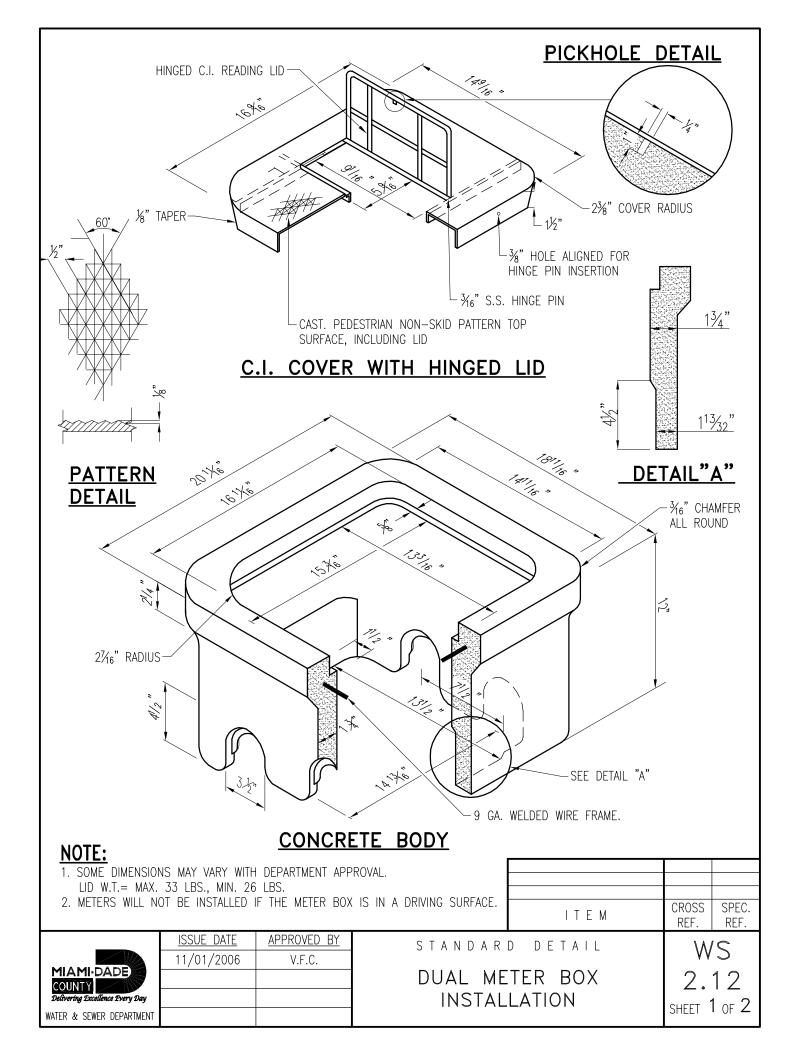
- 1. SUB-COMPONENTS OF ALL CASTINGS FROM THE SAME SUPPLIER SHALL BE INTERCHANGEABLE.
- 2. MATING SURFACES OF ALL CASTINGS SHALL BE MACHINED, WITH NO ROCKING PERMITTED.
- 3. ALL CASTINGS SHALL BE IN ACCORDANCE WITH ASTM-A48, AS MODIFIED HEREIN:
- A. ARTICLE 10.1.3.1. SHALL NOT APPLY, TIME LIMIT IS 4 HRS. MAXIMUM.
- B. NOTIFICATION TIME LIMIT IN ARTICLE 16.2 SHALL NOT APPLY.
- C. SUPPLIER SHALL PROVIDE CERTIFIED TEST RESULTS WITH EACH LOT OF CASTING SHIPPED. CERTIFICATION SHALL IDENTIFY LOT.
- D. SIGNATURE IN ARTICLE 17.2 SHALL BE REQUIRED. CERTIFICATION SHALL BE SIGNED BY LICENSED PROFESSIONAL ENGINEER, OR EQUIVALENT WHEN IN FOREIGN COUNTRY.
- E. SUPPLIER SHALL PROVIDE CAST TEST BAR, SUITABLE FOR MACHINING, FOR EACH FOUNDRY LOT OF CASTINGS SHIPPED. TEST BAR SHALL IDENTIFY LOT AND SHALL BE SUITABLE FOR CLASS NO. 35B SPECIMEN.
- 4. MANUFATURER'S NAME AND LOCATION (I.E. FOUNDRY AND COUNTRY OF ORIGIN) SHALL BE PERMANENTLY CAST ON THE BOTTOM OF ALL CAST COVERS AND LIDS.
- 5. SUPPLIER OF FABRICATED ITEMS (I.E. NON-CAST ITEMS) SHALL PERMANENTLY MARK HIS NAME AND DATE OF MANUFACTURE ON MATERIAL, BY WELDING, STAMPING OR OTHER METHOD APPROVED BY THE DEPARTMENT.

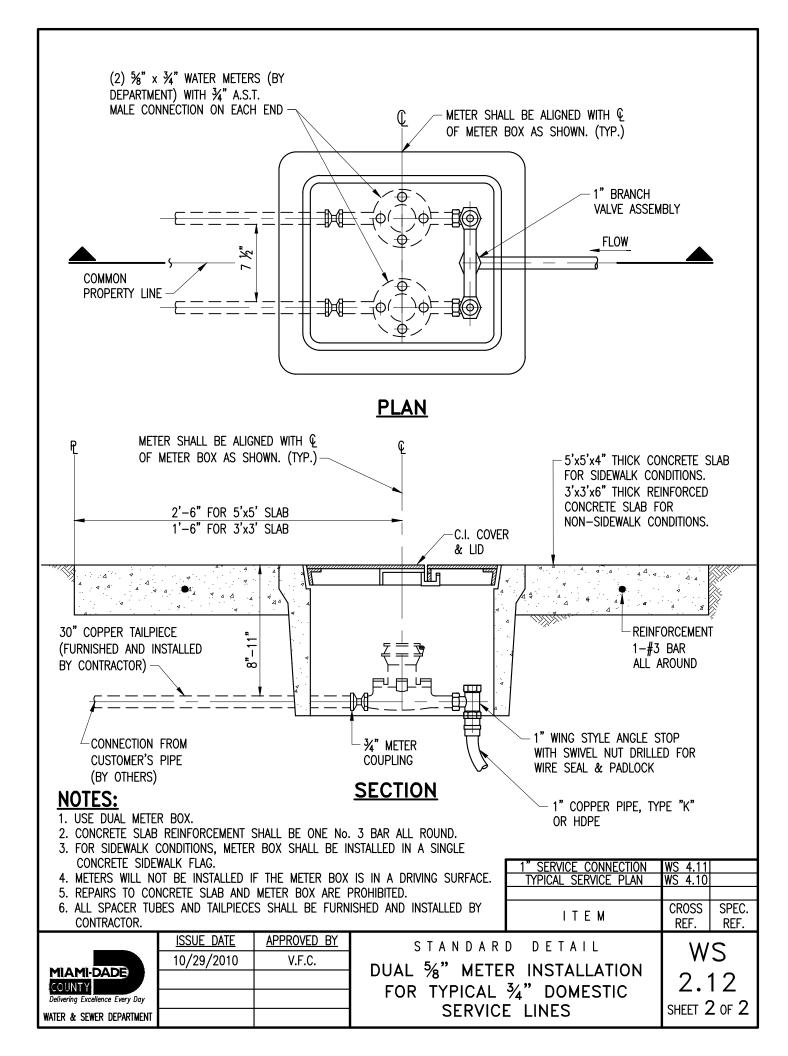
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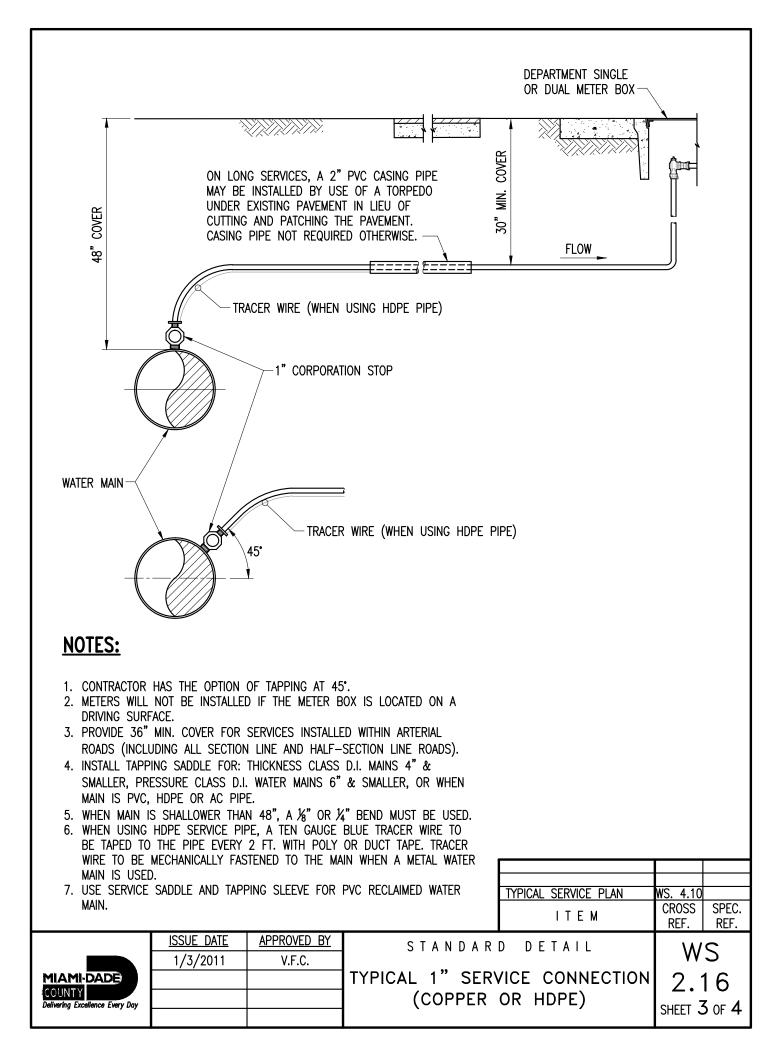


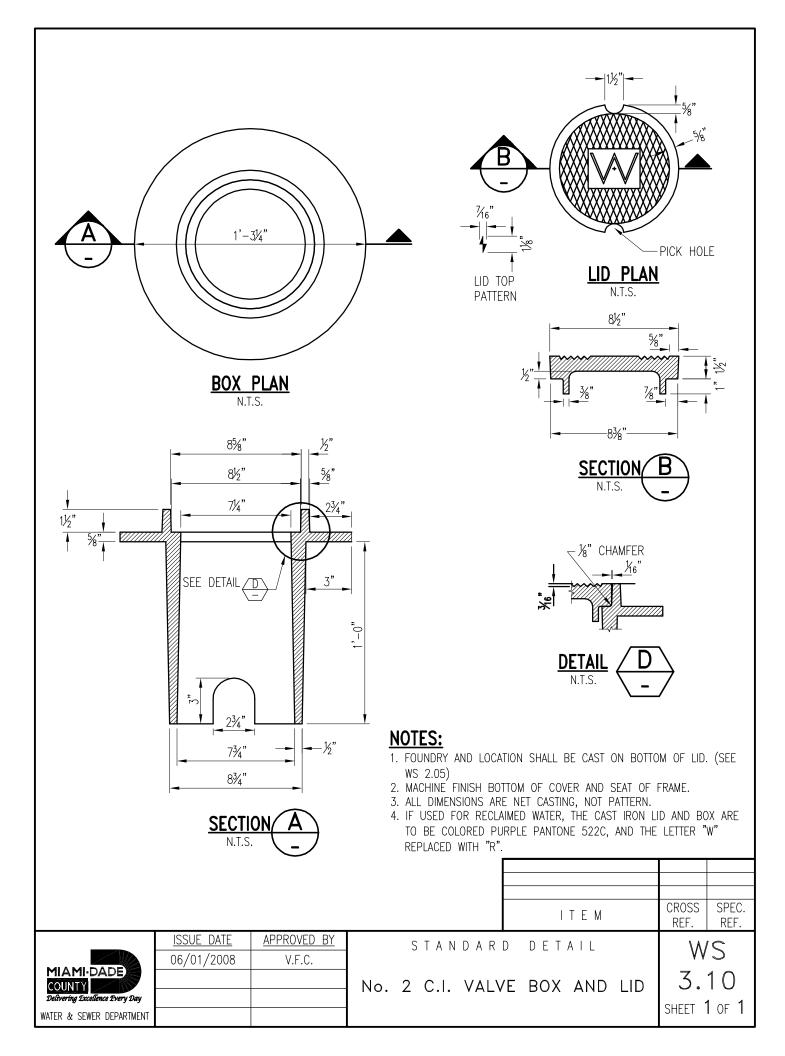


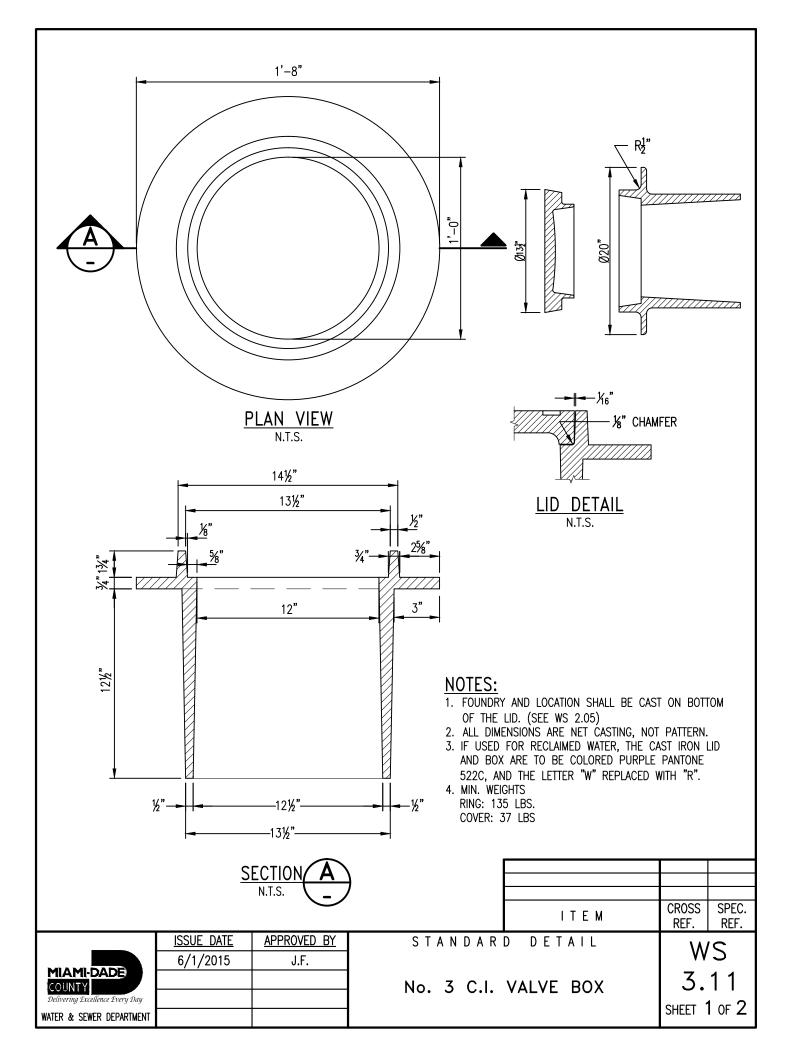


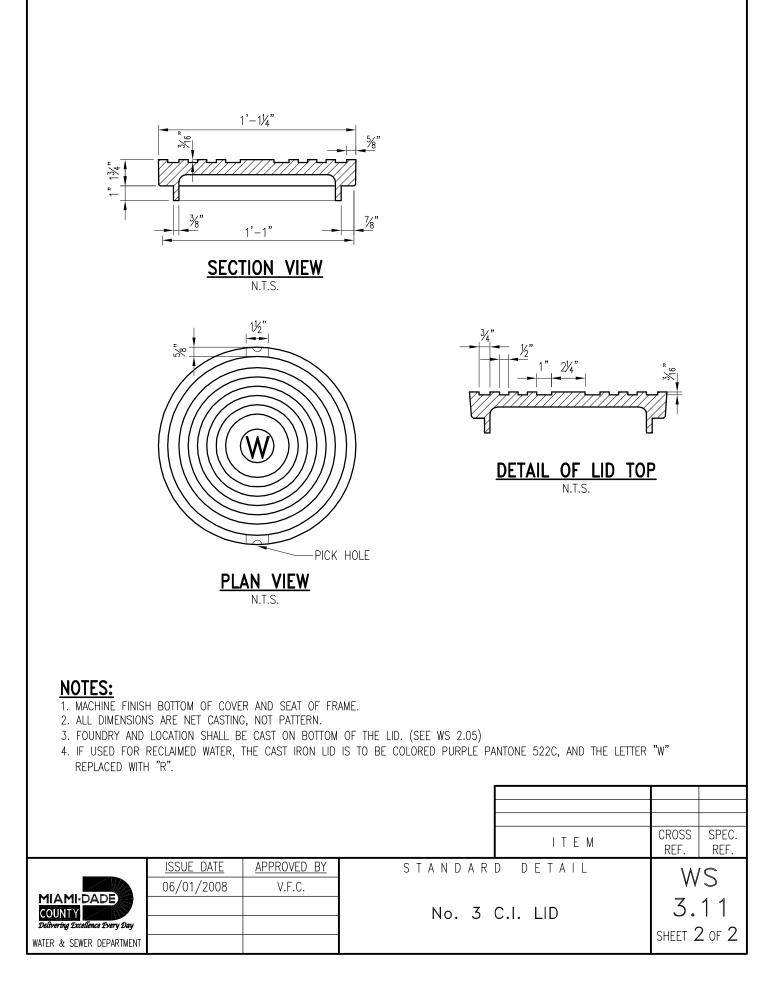


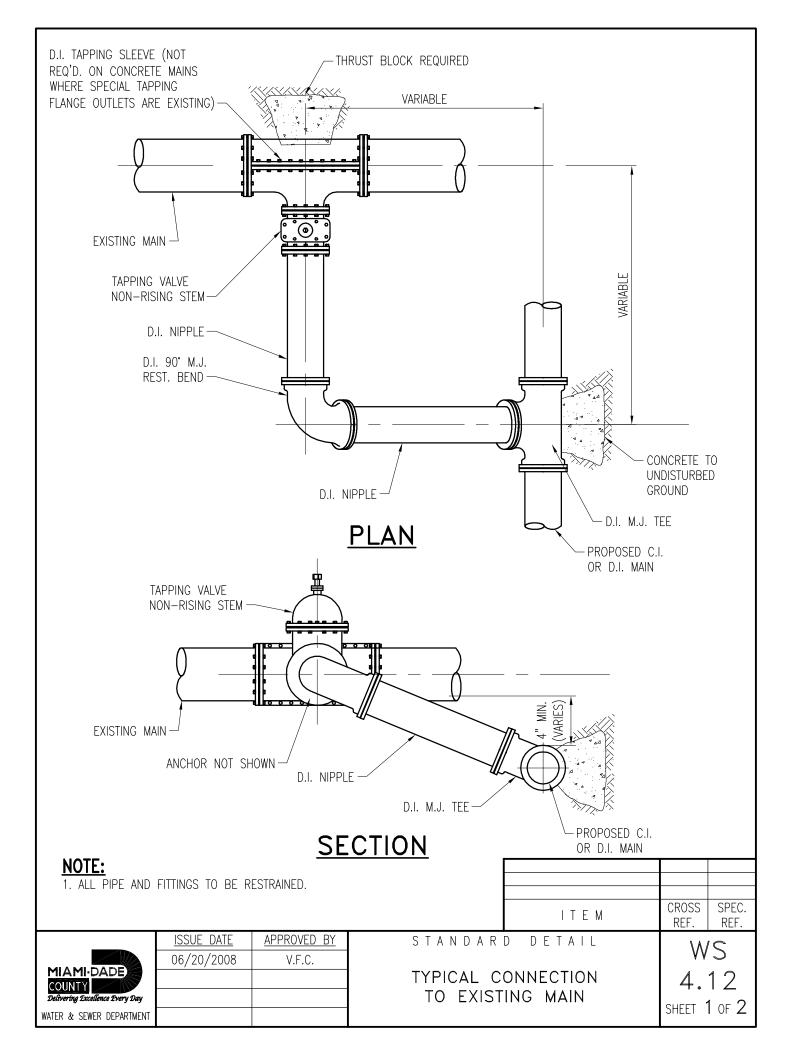


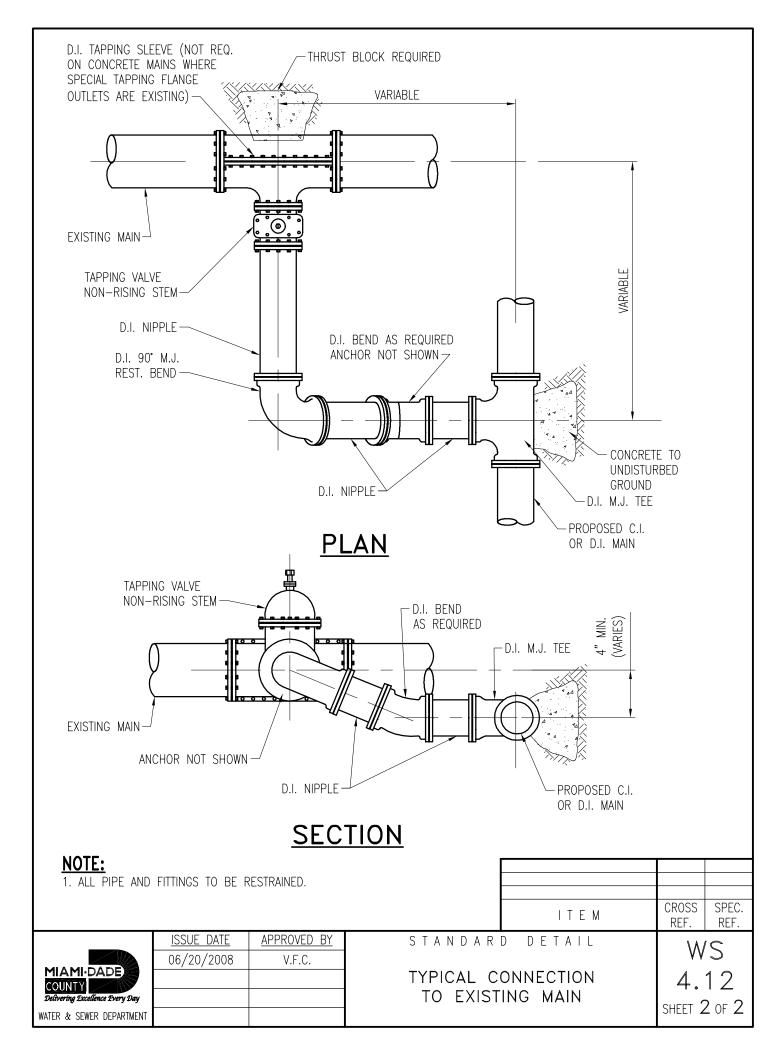


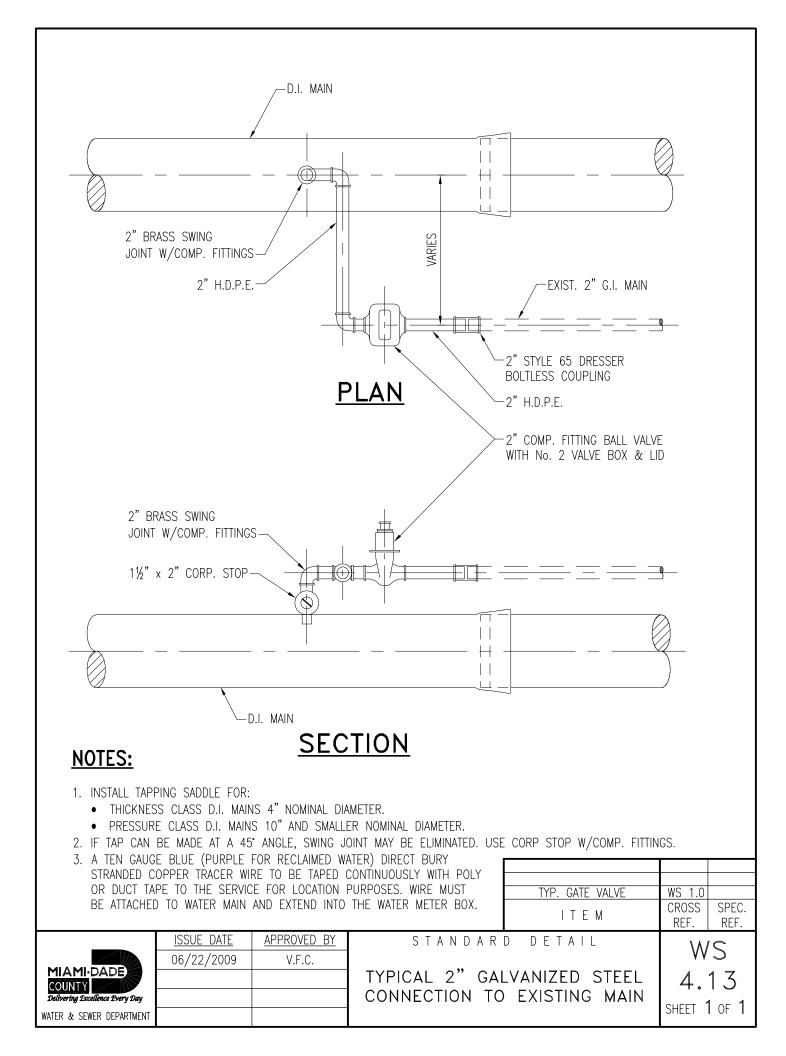


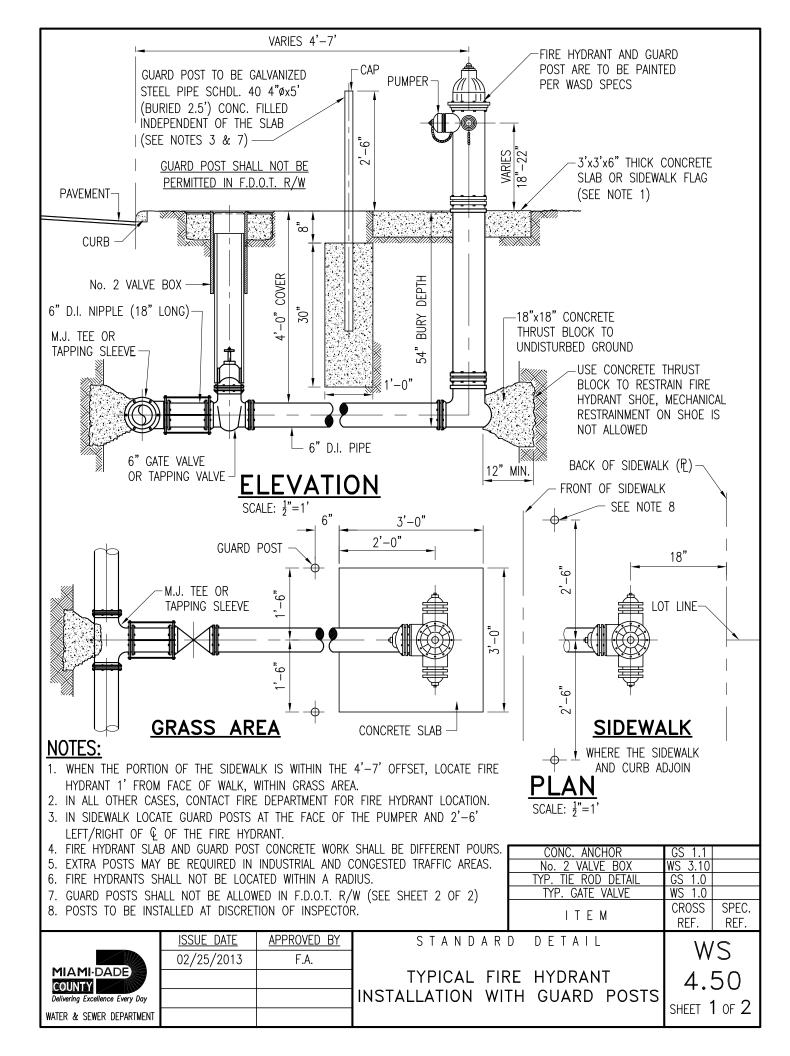


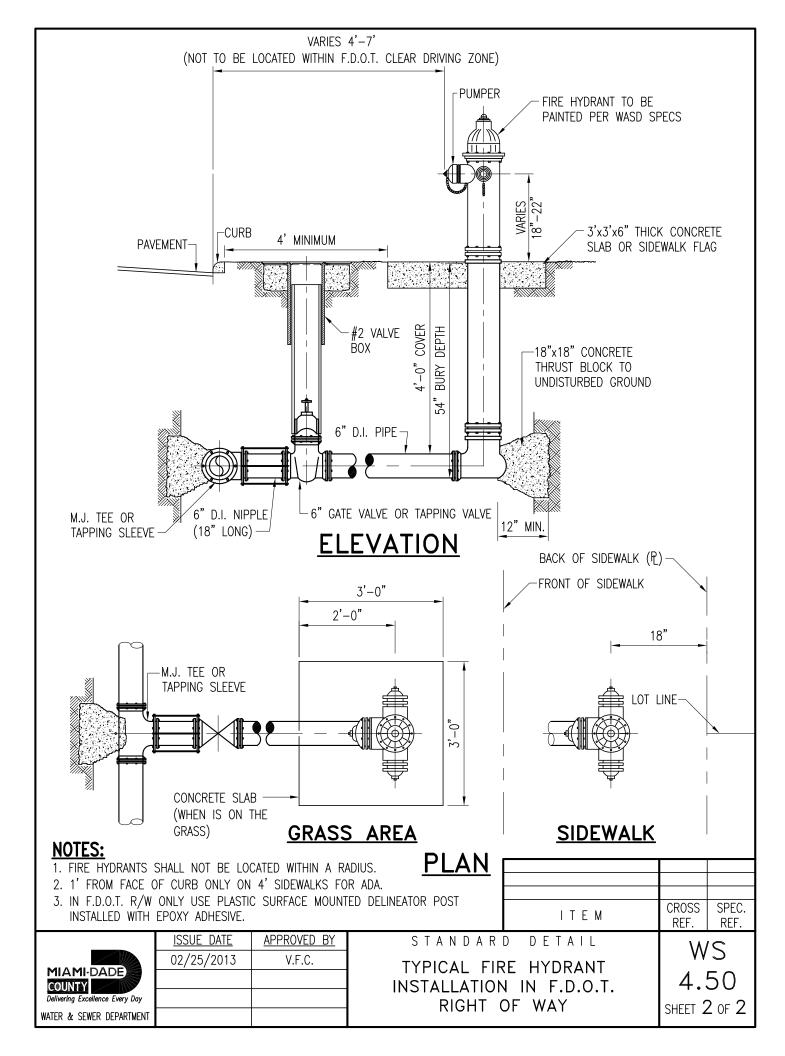












APPENDIX "C"

MIAMI-DADE WATER AND SEWER DEPARTMENT

WASD ID CARD SECURITY PROCEDURES NON-WASD EMPLOYEES

(Not Used)

APPENDIX "D"

MIAMI-DADE COUNTY CODE SECTION 2-8.4. PROTEST PROCEDURES

MIAMI-DADE COUNTY ADMINISTRATIVE ORDER NO. 3-21 BID PROTEST PROCEDURES

(Not Used)

APPENDIX "E"

QUARTERLY REPORTS

(2 Pages)

QUARTERLY REPORTS

(MIAMI-DADE COUNTY CONTRACT WORK)

		(name of Co	ounty Contractor),
pursuant to County Resolut	ion R-1634-93, has for tl	ne (1st, 2nd, 3	rd or 4th) Quarter
of 20, received the	ne following sum from M	iami-Dade County on all Mia	ami-Dade County
projects or contracts the Co	ntractor had during the	Quarter.	
\$		dollars and	cents.
Ву:			
	Signature of Representat		
	Printed Name of Represent	ative of Contractor	
	apacity of Representative, if n	nt a Sole Proprietorship	
	Address of Cor	tractor	

QUARTERLY REPORTS

(PRIVATE SECTOR WORK)

		(name of County Contractor),
pursuant to County Resolution R-163	34-93, has for the	(1st, 2nd, 3rd or 4th) Quarter
of 20, received the following	g sum on Private Sector Work	the Contractor had during the
Quarter.		
\$	dollars a	and cents.
Signat	ure of Representative of Contractor	
Printed N	Name of Representative of Contractor	
Capacity of R	Representative, if not a Sole Proprieto	rship
	Address of Contractor	

QUARTERLY REPORTS PRIVATE SECTOR WORK Page 1 of 1

APPENDIX "F"

MIAMI-DADE COUNTY ORDINANCE NO. 99-152 ORDINANCE RELATING TO FALSE CLAIMS

(13 Pages)

MEMORANDUM			
- · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·		Amended Agenda Item No. 4 (C)
TO:	Hon. Chairperson and Members Board of County Commissioners	DATE:	(Public Hearing 11-2-9 October 19, 1999
FROM:	Robert A. Ginsburg County Attorney	SUBJECT:	Ordinance relating to false claims

0#99-152

The accompanying ordinance was prepared and placed on the agenda at the request of Commissioner Katy Sorenson.

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Robert A. Ginsburg County Attorney

MEMORANDUM

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TO:				
	Hon. Chairperson and Me	mbers	DATE:	November 2, 1999
	Board of County Commis	ssioners		
	Allaby	···· · · · · · · · · · · · · · · · · ·	SUBJECT	Agenda Item No. 4(C)
FROM:	Robert A. Ginsburg			
	County Attorney		99	•152
	· · · · · · · · · · · · · · · · · · ·			
	-			
	Please note any items ch	ecked.	•	
	"4-Ɗav Βι	ule" (Applicable if raised)		
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	6 weeks re	equired between first read	ding and public h	earing -
· . ·	Decreases	revenues or increases en	menditures with	Nut balancino
	budget			
	Budget re	quired		
	Statement	of fiscal impact required	I	
	Statement	of private business secto	or impact required	1
_	Bid waive	r requiring County Mana Idation	ager's written	
_	Ordinance Manager's	e creating a new board re report for public hearing	quires a detailed	County
_		provision required		
_	Legislative	e findings necessary		

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TO: Honorat Board of	le Chairperson and Members County Commissioners	, DATE:	November 2, 1999
EROM M	Sh	SUBJECT:	Fiscal Impact of Proposed Ordinance Prohibiting Presentation, Maintenance
	lerheim Manager 9	9 · 1 5 2	Prosecution of false or Fraudulent Claims against Miami-Dade County

This ordinance will have a positive impact to the County, although t is not possible to estimate the value. Any enforcement cost will be offset by the penalties imposed by this ordinance.

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Approved	Mayor	Amended
Veto		Agenda Item No. 4(C)
Override		11-2-99

ORDINANCE NO. 99-152

ORDINANCE PROHIBITING PRESENTATION. MAINTENANCE. OR PROSECUTION OF FALSE OR FRAUDULENT CLAIMS AGAINST MIAMI-DADE COUNTY; REQUIRING FORFEITURE OF ANY CLAIM CONTAINING FALSE OR FRAUDULENT ALLEGATIONS OR STATEMENTS; IMPOSING PENALTIES FOR SUBMISSION OF FALSE OR FRAUDULENT CLAIMS; PROVIDING BOTH COUNTY AND PRIVATE ENFORCEMENT; AND PROVIDING SEVERABILITY, INCLUSION IN THE CODE. AND AN EFFECTIVE DATE

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF

MIAMI-DADE COUNTY, FLORIDA:

Section 1. Sections 21-255 through 21-266 of the Code of Miami-Dade County,

Florida, are hereby created to read as follows:¹

>>Section 21-255. Short title; purpose,

(1) This article shall be known and may be cited as the Miami-Dade - County False Claims Ordinance.

(2) The purpose of the Miami-Dade County False Claims Ordinance is to deter persons from knowingly causing or assisting in causing the County to pay claims that are false, fraudulent, or inflated, and to provide remedies for obtaining damages and civil penalties for the County when money is sought or obtained from the County by reason of a false claim.

(3) The provisions of this article are not exclusive, and the remedies provided for in this article shall be in addition to any other remedies provided for in any other law, or available under common law, or otherwise.

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

(4) This article shall be liberally construed and applied to promote the public interest.

Section 21-256. Definitions.

The following terms and phrases when used in this article shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning.

(1) "Bid takeoff" means the final estimate, tabulation, or worksheet prepared by the contractor in anticipation of the bid submitted, and which shall reflect the final bid price,

(2) "Claim" means any invoice, statement, request, demand, lawsuit, or action, under contract or otherwise, for money, property, or services made to any employee, officer, or agent of the County, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from, or was provided by, the County (hereinafter "County funds").

(3) "Claimant" means any person who brings, submits, files, maintains, or pursues a claim.

(4) "County" means the government of Miami-Dade County or any department, division, bureau, section, commission, planning agency, board, district, authority, agency, or instrumentality of the County, including the Miami-Dade County Public Health Trust.

(5) "Extended overhead" means the amount of a claim relating to an increase in overhead costs resulting from a delay in contract performance that is not compensated by a markup of direct costs.

(6) "Knowing" or "knowingly" means that a person, with respect to information;

(a) has actual knowledge of the information;

(b) acts in deliberate ignorance of the truth or falsity of the information; or

(c)___acts in reckless_disregard of the truth_or falsity of the information.

(7) "Overhead per diem" means the amount calculated by dividing the total overhead costs set forth in the final bid takeoff by the number of days for substantial completion of the work set forth in the contract.

(8) "Person" means any natural person, corporation, firm, association, organization, partnership, agency, limited liability company, business, or trust.

Section 21-257. Certification of claims.

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(1) Upon the request of the County, the person submitting a claim shall, within thirty (30) days, including Saturdays, Sundays, and legal holidays, submit a certified claim as defined by this section. 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 are 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 County; and

(d) the certifying person is duly authorized by the claimant to certify the claim.

(2) Failure to provide the requested certification within the prescribed thirty-day (30) period shall constitute a forfeiture of the entire claim.

Section 21-258. Liability for false claims; penalties.

(1) The following action(s) shall constitute a violation of this ordinance:

(a) any person who knowingly presents or causes to be presented to the County, or to any officer, employee, agent, or consultant of the County, a false or fraudulent claim for payment or approval;

(b) any person who knowingly makes, uses, or causes to be made or used, a false record or statement to get a false, fraudulent, or inflated claim paid or approved by the County;

(c) any person who conspires to defraud the County by facilitating the payment of a false, fraudulent, or inflated claim allowed or paid by the County;

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(d) any person who delivers, with the intent to defraud the County, goods or services of different quality or quantity than that specified in the applicable contract or specification;

(e) any person who is authorized to make or deliver a document certifying receipt of property used, or to be used, by the County and, intending to defraud the County, makes or delivers the receipt without completely knowing that the information on the receipt is true;

(f) any person who knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer, employee, or agent of the County who lawfully may not sell or pledge the property; or

(g) any person who knowingly makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the County.

(2) Any beneficiary of an inadvertent submission of a false claim to the County, who subsequently discovers the falsity of the claim, and who fails to disclose the falsity of the claim to the County within thirty (30) days of discovering the error, shall also be found to have submitted a false claim to the County.

(3) Any person found to have submitted a false claim to the County shall:

(a) be liable to the County for an amount equal to three times that part of the claim which is false, fraudulent, or inflated;

(b) immediately, fully, and irrevocably forfeit the entire amount of the claim;

(c) be liable to the County for all costs and fees (including, without limitation, reasonable legal, expert, and consulting fees) incurred by the County to review, defend, and evaluate the claim; and

(d) be subject to debarment from County contracting for a period not to exceed five (5) years. Additionally, any person who certified a claim later found to be false shall be subject to debarment from County contracting for a period not to exceed five (5) years.

(4) Liability under this section shall be joint and several for any act committed by two or more persons.

Section 21-259. Civil actions for false claims.

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(1) The County Manager may investigate a violation under Section 21-258. If the County Manager finds that a person has violated or is violating Section 21-258, he or she may bring a civil action against the person on behalf of the County.

(2) A person may bring a civil action for a violation of Section 21-258 for the person and for the County. Civil actions instituted under this ordinance shall be governed by the Florida Rules of Civil Procedure and shall be brought in the name of the County.

(a) The complaint shall be identified on its face as a qui tam action and shall be filed under seal in the circuit court of the Eleventh Judicial Circuit, in and for Miami-Dade County. Immediately upon filing of a complaint by a person, a copy of the complaint and written disclosure of substantially all material evidence and information the person possesses shall be served on the County Manager by registered mail, return receipt requested. The County Manager may elect to proceed with the action, in lieu of the qui tam plaintiff, on behalf of the County, within 180 days after he or she receives both the complaint and the material evidence and information.

(b) The County Manager, for good cause shown, may petition the court to extend the time during which the complaint remains under seal under subsection (a). Any such motion may be supported by affidavits or other submissions in camera. The defendant is not required to respond to any complaint filed under this section until twenty (20) days after the complaint is unsealed and served upon the defendant in accordance with law.

(c) Before the expiration of the 180-day period or any extensions obtained under subsection (b), the County Manager shall:

i. proceed with the action, in which case the action is conducted by the County Attorney on behalf of the County; or

ii notify the court that the County declines to take over the action, in which case the person bringing the action has the right to conduct the action.

(d) When a person files an action under this section, no person other than the County Manager on behalf of the County may intervene or

bring an action under this ordinance based on the facts underlying the pending action.

Section 21-260. Rights of the parties in civil actions.

(1) If the County Manager, on behalf of the County, elects to proceed with the action, he or she has the primary responsibility for prosecuting the action, and is not bound by any prior or subsequent act(s) of the person bringing the action. The County may also voluntarily dismiss the action notwithstanding the objections of the person bringing the action.

(2) If the County Manager elects not to proceed with the action, the person bringing the action has the right to conduct the action. If the County Manager so requests, he or she shall be served with copies of all pleadings and motions filed in the action and copies of all deposition transcripts. When the person bringing the action proceeds with the claim, the court may permit the County to take over the action on behalf of the County at a later date upon a showing of good cause.

(3) Nothing in this ordinance shall be construed to limit the authority of the County or the qui tam plaintiff, proceeding pursuant to Section 21-259(2), to compromise a claim brought in a complaint filed under this ordinance if the court determines, after a hearing, that the proposed settlement is fair, adequate, and reasonable under all the circumstances.

Section 21-261. Awards to plaintiffs bringing action.

(1) If the County proceeds with and prevails in an action brought by a person under this ordinance, except as provided in subsection (2), the court shall order the distribution to the person of 10 percent of the proceeds recovered under any judgment obtained by the County in an action under Section 21-258 or of the proceeds of any settlement of the claim.

(2) If the County proceeds with an action which the court finds to be based primarily on disclosures of specific information, other than that provided by the person initiating the action, relating to allegations or transactions in a criminal, civil, or administration hearing; a legislative, administrative, or inspector general report, hearing, audit, or investigation; or from the news media, the court may award such sums as it considers appropriate, but in no case more than 5 percent of the proceeds recovered under a judgment or received in settlement of a claim under this ordinance, taking into account the significance of the information and the role of the person bringing the action in advancing the case to litigation.

(3) If the County does not proceed with an action under this ordinance, the person bringing the action or settling the claim shall receive 25 percent of the

proceeds recovered under a judgment rendered in an action under this ordinance or in settlement of a claim under this ordinance.

(4) Any payment under this section to the person bringing the action shall be paid only out of the proceeds recovered from the defendant.

(5) Whether or not the County proceeds with the action, if the court finds that the action was brought by a person who planned, initiated, or furthered the violation of Section 21-258 upon which the action was brought, the person shall be dismissed from the civil action and shall not receive any share of the proceeds of the action. Such dismissal shall not prejudice the right of the County to continue the action.

Section 21-262. Expenses: attorney's fees and costs.

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(1) If the County initiates an action under this ordinance or assumes control of an action brought by a person under this ordinance, and the County prevails in such action, the County shall be awarded its reasonable attorney's fees, expenses, and costs.

(2) If the court awards the person bringing the action proceeds under this ordinance, the person shall also be awarded an amount for reasonable attorney's fees and costs. Payment for reasonable attorney's fees and costs shall be made from the recovered proceeds before the distribution of any award.

(3) If the County does not proceed with an action under this ordinance and the defendant is the prevailing party, the court shall award the defendant reasonable attorney's fees and costs against the person bringing the action.

(4) No liability shall be incurred by the County for any expenses, attorney's fees, or other costs incurred by any person in bringing or defending an action under this ordinance, except as otherwise specifically provided by law.

Section 21-263. Exemptions to civil actions.

(1) In no event may a person bring an action under Section 21-258 based upon allegations or transactions that are the subject of a civil action or an administrative proceeding in which the County is already a party.

(2) No court shall have jurisdiction over an action brought under this ordinance based upon the public disclosure of allegations or transactions in a criminal, civil, or administrative hearing, in a legislative, administrative, or inspector general report, hearing, audit, or investigation; or from the news media, unless the action is brought by the County, or unless the person bringing the action is an original source of the information. For purposes of this subsection,

the term "original source" means an individual who has direct and independent knowledge of the information on which the allegations are based and has voluntarily provided the information to the County Manager before filing an action under this ordinance based on the information,

(3) No court shall have jurisdiction over an action where the person bringing the action under Section 21-258 is:

(a) acting as an attorney for the County; or

(b) an employee or former employee of the County,

and the action is based, in whole or in part, upon information obtained in the course or scope of County employment.

(4) No court shall have jurisdiction over an action where the person bringing the action under Section 21-258 obtained the information from an employee or former employee of the County.

Section 21-264. Protection for participating employees.

Any employee who is discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms or conditions of employment by his or her employer because of lawful acts done by the employee in furtherance of an action under this ordinance, including investigation for, initiation of, testimony for, or assistance in an action filed or to be filed under this ordinance, shall have a cause of action under Florida Statutes, Section 112.3187.

Section 21-265. Burden of proof; presumption of false claim.

(1) Whenever practicable, bid specifications for County contracts shall contain a requirement that the successful bidder maintain as a condition precedent to submitting a claim against the County, a final bid takeoff. The final bid takeoff shall contain a line item for allocation of overhead costs.

(2) Upon request from the County, a contractor making a claim against the County for delay or other damages shall submit, within twenty (20) days, a copy of the final bid takeoff, certified pursuant to this subsection. Failure to provide the requested certification shall constitute a forfeiture of the claim for delay or other damages. The certification shall be submitted under oath by a person duly authorized by the claimant and shall contain a statement that:

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(a) the final bid takeoff was prepared contemporaneously with the bid and in anticipation of the bid for the project;

Jended Agenda Item No. 4(C) Page 9

(b) the contractor relied on the final bid takeoff to prepare the bid and the original schedule of values; and

(c) the final bid takeoff has not been altered in any way.

(3) Any claim for extended overhead costs that exceeds, on a per diem basis, more than ten percent (10%) of the overhead per diem contained in the final bid takeoff shall be presumed to be a false claim, and the contractor shall have the burden of proving that any such claim for extended overhead is not false.

Section 21-266, Innocent claimant affirmative defense.

The provisions of this ordinance shall not apply if the claimant can demonstrate by a preponderance of the evidence each of the following facts:

(1) the claimant submitted or caused to have submitted the claim to or against the County reasonably believing that such claim was free of any material misstatements, or any exaggerated, inflated, or unsubstantiated assertions or damages;

(2) the claimant had no reasonable basis to doubt the truth, veracity, or accuracy of such claim at the time it was submitted;

(3) prior to submitting the claim, the claimant diligently investigated the facts underlying such claim and prepared the claim in a reasonable manner given all the relevant information available; and

(4) when information indicating that any element, statement, or allegation in the claim was false or misleading first became available, such claimant, within five business days of discovering the falsity of the claim, took immediate steps to modify, correct, or withdraw such claim and provided the County with immediate notice thereof.

<u>Section 2.</u> If any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the validity of the remainder of this ordinance shall not be affected by such clause.

Section 3.

It is the intention of the Board of County Commissioners, and it is hereby

ordained, that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 4. This ordinance shall become effective ten (10) days after the date of enactment. Once effective, this ordinance shall apply to (1) all claims submitted to or prosecuted against the County after the effective date hereof, and (2) all claims pending before the County or any court or agency of competent jurisdiction on or after the effective date of this ordinance. As to claims described in subsection (2) of this section that were filed or submitted prior to the effective date hereof, this ordinance shall apply only to such claims after Miami-Dade County provides written notice of this ordinance to the claimant, via certified mail, and allows the claimant a grace period of twenty (20) days to bring its claim into compliance herewith. In such instances, this ordinance shall apply to such claims immediately upon the expiration of the twenty-day grace period.

<u>Section 5.</u> This ordinance does not contain a sunset provision.

PASSED AND ADOPTED:

NOV 0 2 1999

Approved by County Attorney as to form and legal sufficiency:

Prepared by:

Sponsored by Commissioner Katy Sorenson and Commissioner Miguel Diaz de la Portilla

APPENDIX "G"

GENERAL COVENANTS AND CONDITIONS

(39 Pages)

1. INTENT OF CONTRACT DOCUMENTS

The Questionnaire, the Advertisement for Bids, the Instructions to Bidders, the Proposal, the Certified Resolution (Proposal/Prescribed Bid Bond), the Prescribed Bid Bond, the Contract, the Surety Performance and Payment Bond, the Certified Resolution (Contract/ Surety Performance and Payment Bond), the General Covenants and Conditions, the Supplemental General Conditions (if Ordinance 90-143 is applicable) including Wage and Benefit Schedules, the Specifications, the Plans, any Addenda which may be issued, the Subcontractor /Supplier Listing Form (Ordinance 97-104 as amended by Ordinance 00-30), the Reporting Subcontracting Policies and Procedures (Ordinance 98-15 9), the Community Small Business Enterprise Program (CSBE) Participation Provisions and Forms (if applicable), and the provisions for the following: Affirmative Action Plan (Ordinance 98-30) and Disclosure Form; Bidder's (Debarment) (Ordinance 93-129); Code of Business Ethics (Ordinance 01-96); Criminal Record (Felony) (as amended by Ordinance 00-30); Disability Nondiscrimination (Resolution R-385-95 as amended by Resolution R-182-00); Domestic Violence Leave (Ordinance 99-5 as amended by Resolution R-185-00); Due Fees or Taxes Paid (Ordinance 95-178 as amended by Ordinance 00-30); Metro-Dade Employment Drug-Free Workplace (Ordinance 92-15 as amended by Ordinance 00-30); Metro-Dade Employment Family Leave Plan (Ordinance 91-142 as amended by Resolution R-183-00); Fair Wage (Ordinance 90-143 as amended by Ordinance 95-183); Mandatory Clearinghouse for Posting Notice of Job Opportunities (Resolution R-937-98 as amended by R-1145-99); Obligation (Ordinance 99-162); Office of Miami-Dade County Inspector General (IG) (Ordinance 97-215 as amended by Ordinance 99-151); Sworn Statement - Public Entity Crimes [Florida Statute Sect. 287.133 (3) (a)]; and Metro-Dade County Disclosure (Ordinance 90-133) constitute the Contract Documents. These Contract Documents cover, with explicit provisions, all matters relating to the Project which the Contractor undertakes to effect in full compliance with such provisions. It is understood that the Contractor, by personal examination and inquiry, satisfied himself as to all local conditions and as to the meaning, requirements and reservations of the Contract Documents. No deviation will be allowed from the Engineer's interpretation thereof after the letting.

Definitions

"Department" shall mean the Miami-Dade Water and Sewer Department of Miami-Dade County, Florida;

"Director" shall mean the Director of the Miami-Dade Water and Sewer Department;

"Engineer" shall mean the "Assistant Director of Engineering" of the "Engineering Division of the Miami Dade Water and Sewer Department" or such person as the "Assistant Director of Engineering" shall have authorized in writing to act as his "representative";

"Contractor", "Bidder" or "Principal" shall mean the party of the second part to the Contract which holds a current Certificate of Competency applicable to the type of work to be performed, who is primarily liable for the acceptable performance of the work for which he has contracted and also for the payment of all legal debts pertaining to the work;

"Subcontractor" shall mean any person engaged by the Contractor to supply labor, materials or equipment for use in the fulfillment of the Project;

"Substantial Completion" shall occur when the work is is in a state of final completion as regards all aspects of occupancy, ingress, egress, habitability, functionality and efficiency thereof, safety, durability and interaction with other existing or contemplated systems, and is otherwise substantially fit for use or operation. Any work remaining after substantial completion shall be of a minor nature such that should the MD-WASD elect to occupy and put into full service the facility constructed under the Project, or any portion thereof, said work may be accomplished without interference to an extent causing loss of efficiency to any of the above required aspects. The date of substantial completion is the date certified by the Architect/Engineer and approved by MD-WASD (if different from the A/E) when construction is sufficiently complete to satisfactorily fulfill all of the above requirements. If any portion of the Contract Documents specifies a particular measure of substantial completion for the work, in whole or in part, that definition shall take precedence of this section.

"Final Completion" shall occur when the work is in a state such that no further work is required in accordance with the Contract Documents to render complete, satisfactory and acceptable to MD-WASD all construction services purchased, including those for any pending items whether or not they were listed after substantial completion, and provide all manuals, certifications, warrantees, as-built Plans, release of liens, certified payrolls, and any other documentation required by MD-WASD or other governing authority. If any portion of the Contract Documents specifies a particular measure of final completion for the work, in whole or in part, that definition shall take precedence of this section.

Non-Discrimination Or Equal Opportunity

The "General Contractor", "vendor", "contractor," etc. shall not discriminate against any "Sub-Contractor", "employee", "tenant", "person", etc. on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, or status as victim of domestic violence, dating violence or stalking."

2. PLANS AND SPECIFICATIONS

The Plans, Specifications and Addenda thereto, issued prior to receiving bids, describe the Project, and all materials, workmanship and dimensions must be in strict accord with them except only when the Engineer may, in writing, authorize an exception.

In case of conflict between requirements shown on the Plans and provisions of the Specifications, the document imposing the more stringent conditions on the Contractor shall take precedence. Dimensions, shown in figures on the Plans, shall govern in case of any discrepancy between them and scaled dimensions.

All Items shown on the Plans shall be interpreted to be part of the Contract work, and shall be incorporated into the work and included in the bid price.

It is the clear and unequivocal intent of the Department to obtain in the Bidder's Proposal, at the time of bid, a complete price for all work shown or reasonably inferred from the Plans, without utilization of any Allowance Account funds which may or may not be included in the Proposal for any particular project.

The Contractor shall not take advantage of any apparent error or omission which may be

found in the Plans or Specifications, and the Engineer shall be entitled to make such corrections therein and such interpretations as he may deem necessary for the fulfillment of their intent.

The Contractor will be supplied with five copies of the Plans, Specifications and Addenda thereto, and is to preserve them and have at least one copy of them accessible on the job at all times.

3. ALTERATIONS IN PLANS AND SPECIFICATIONS

The right is reserved for the Engineer to make, from time to time, such alterations in the Plans and specifications or in the character of the work or for unseen work or changed conditions which as he may consider necessary or desirable to complete the Project to his satisfaction and consistent with the general intention of the Contract Documents. Notice of every such alteration shall be given in writing to the Contractor, and no such alteration shall be considered as constituting a waiver of any of the provisions of the Contract Documents, or as nullifying or invalidating any of such provisions.

Should any such alteration result in an increase or a decrease in the quantity or cost of work or materials described in the Proposal, the total amount payable under the Contract will be modified accordingly. If alterations are made, the time for completion of the Contract will be correspondingly modified, if the Contractor so requests for the work attributable to such alterations. It is understood that such alterations are not to embrace work already done or materials in transit or in process of construction.

If any alterations or changes, as described hereinabove, results in an increase in the total cost of the Project above that which the Board of County Commissioners approved and as awarded to the Contractor, such alterations or changes will have to be submitted to the Commission for approval, which must be obtained before any work begins. After approval by the Commission, the Engineer will give written notice to the Contractor to proceed with the alterations or changes. Under no circumstances shall the Contractor begin such work until he has received this notification. However if, in the opinion of the Director, the work is of such a critical nature that it cannot be delayed pending approval of the change order by the Board of County Commissioners, the Engineer will give written notice to the Contractor directing him to perform the work without delay and payments will be made in accordance with Section 13 - Extra Work and Payment Therefore. Payment for extra work shall be made upon approval of the change order for this work by the County Commissioners.

4. <u>AUTHORITY OF ENGINEER</u>

The supervision of the execution of this Contract is vested in the Engineer, Construction Manager and his instructions shall be carried into effect promptly and efficiently.

The Engineer shall in all cases determine the amount, quality, fitness and acceptability of the work and materials to be paid for, and shall decide finally and conclusively all questions or differences of opinion that may arise as to the interpretation of the Plans and Specifications or the fulfillment of the terms of the Contract. In the event of such question or difference of opinion, the decision of the Engineer is to be a condition precedent to the Contractor's right to receive any money for the work or the materials to which the question or difference of opinion relates.

If the Contractor considers any work demanded of him to be outside the requirements of this Contract, or if he considers any decision or ruling of the Engineer to be unfair, he shall immediately, upon such work being demanded or such decision or ruling being made, ask for written instructions or decisions, whereupon he shall proceed without delay to perform the work or conform to the decision or ruling. Beginning with the first day of this work, the Contractor and the inspector shall fill out daily records for this work at the end of each day and said record shall be signed by both parties. One copy being submitted to the Engineer and the other being retained by the Contractor. This documentation does not constitute acknowledgment of authorization to pay for this work. In the event that a claim for this work is approved by the Department subsequent to the commencement of work, an accurate accounting for work will be agreed upon by both parties upon completion of this work and will be paid for as work as provided in the Specifications by Allowance Account if funds are available, or by an approved Change Order by the Board of County Commissioners.

The work will be paid for either by a unit price item in the Contract or as extra work for labor, material and equipment which shall be full compensation to the Contractor for all overhead and profit and specified in the General Covenants and Conditions, Section 13, Extra Work and Payment Therefore (a), (b) and (c).

Failure of the Contractor's representatives to meet with the Inspector to maintain daily records for this work shall be deemed that the Contractor does not wish to pursue his claim and has waived all grounds for making a claim.

Unless the Contractor files such written protest with the Director within ten (10) days of receipt said written instructions or decisions, he shall be deemed to have waived all grounds for such protest and to have accepted the requirement, decision or ruling of the Engineer as just and reasonable and as being within the scope of the Contractor's obligations under the Contract Documents and no further documentation will be required by the Department.

No payment for this claim will be made in the event that a timely Contractor's written protest to the Director is formally denied.

The Engineer is to have free access to the materials and work at all times, for laying out, measuring and inspecting the same, and the Contractor is to afford him all necessary facilities and assistance for doing so.

The Engineer of Record shall furnish the Contractor with horizontal and vertical controls which shall be utilized as specified elsewhere herein to layout the work. The Florida Registered Land Surveyor hired by the Contractor shall verify all controls provided by the Engineer of Record and it shall be the responsibility of the Contractor to preserve same.

The Contractor shall retain the services of a Florida Registered Land Surveyor who, shall furnish and set stakes, establishing line and grade and shall solely be responsible for the layout of the work as well as the recording of all as-built dimensions and elevations. The Contractor shall furnish all additional stakes, templates, and other materials for marking and maintaining survey points and lines given, and shall be responsible for their preservation. Should any of the horizontal and vertical control points set by the Engineer of Record be destroyed or disturbed, they shall be reset by the Contractor's Florida Registered Land Surveyor, at the Contractor's expense. All control points previously set by the Engineer of Record shall be verified by the Contractor's surveyor.

For pipeline Projects the Engineer of Record shall furnish the Contractor with horizontal and vertical control every 1,320 feet which shall be utilized as specified elsewhere herein to layout the work. If a pipeline Project is less than 1,320 feet, the Engineer of Record will provide the Contractor with two horizontal and vertical control points. At on-plant-site Projects, the Engineer of Record shall furnish the Contractor with three horizontal and vertical controls.

No direct payment shall be made for the cost to the Contractor of any of the work occasioned by delay in giving lines and grades, or making other necessary measurements, or by inspection.

5. AUTHORITY AND DUTIES OF INSPECTORS

Inspectors, employed by the Department, will be authorized to inspect all work and materials which are to become a part of the completed Project. Inspectors will have no authority to revoke, alter or waive any requirements of the Specifications or to make any changes in the Plans. Each Inspector will be authorized to call the attention of the Contractor to any failure of the work to conform to the Plans or the Specifications, and will have authority to suspend the work affected until any question at issue can be referred to and decided by the Engineer. The Inspector will have no authority to delay the Contractor by failure to inspect the work and materials with reasonable promptness.

6. LANDS AND RIGHTS-OF-WAY

Lands to be furnished by the County for construction operations, roads, or for other purposes, will be specifically shown on the drawings or provided for in the Specifications. Should the Contractor find it necessary to use any additional land for his construction operations or for other purposes during the construction of the work, he shall provide for the use of such lands at his own expense.

Rights-of-way for work to be done under the Contract will be provided by the County. Nothing herein contained, however, and nothing marked on the drawings, shall be interpreted as giving the Contractor exclusive occupancy of the territory provided. When two or more contracts are being executed at one time on the same or adjacent land in such a manner that work on one contract may interfere with that on another, the Engineer will decide which Contractor shall cease work, and which shall continue, or whether the work of both contracts shall progress at the same time, and in what manner. When the territory of one contract is a necessary or convenient means of access for the execution of another contract, the Engineer may grant to the Contractor so desiring such privilege of access to the territory as the Engineer shall deem to be appropriate, and no such decision shall be made the basis of any claim for delay or damage, except as provided in Section 11 herein.

7. MATERIALS, LABOR AND EQUIPMENT

The Contractor shall furnish all necessary tools and construction equipment and shall employ sufficient and competent personnel to do the work in an expeditious and acceptable manner, giving preference whenever practicable to residents of Dade County, Florida. In the event that the Engineer shall notify the Contractor in writing that any person employed is, in the opinion of the Engineer, incompetent or disorderly, or uses threatening or abusive language, or is otherwise unsatisfactory, such person shall be discharged at once and shall not be employed thereafter on the work.

The Contractor shall furnish all materials used in the construction of the Project and all equipment becoming a part of the Project, unless such materials or equipment are specifically stated in the Specifications as being furnished by the Department. In the latter case, only the cost of installation of such materials or equipment shall be included in the Contract price. The Department retains ownership of any materials or equipment it furnished which are not incorporated in the work, and if no longer needed on the job, the Contractor shall remove the items promptly. The Contractor, at his own expense, shall load such materials or equipment at the work site, transport them to Department storage yards as directed by the Engineer, and shall unload and leave them neatly stored in a workmanlike manner.

Where the Plans and Specifications designate the product of a particular manufacturer, the product specified is suitable for the intended use, but unless otherwise provided, articles or products of similar characteristics may be offered for the approval of the Engineer.

8. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall have at all times, as his agent on the site of the work, a competent superintendent capable of reading and thoroughly understanding the Plans and Specifications. The Superintendent shall have full authority to supply promptly such materials, tools, plant equipment and labor as may be required.

The Contractor shall be responsible for the good condition of the work or materials until formal release from his obligations under the terms of his Contract. The Contractor shall store materials and shall be responsible for and shall maintain partly or wholly finished work during the continuance of the Contract. If any materials or part of the work be lost, damaged, or destroyed by any cause or means whatsoever, the Contractor shall satisfactorily repair and replace the same at his own cost. He shall bear all losses resulting to him on account of the amount or character of the work, or the character of the ground, being different from what he anticipated, or on account of the work from sunset to sunrise; shall erect suitable railings or other protective devices about unfinished work, open trenches, embankments, or other obstructions; shall provide all necessary watchmen on the work by day or by night for the safety of the public, and shall take all necessary precautions for preventing accidents or injuries to persons or property in or about the work.

In the event that the Contractor plans or his subcontractors plan to enter into subcontracts for any portion of the Project, he and they shall incorporate in each such subcontract all provisions, terms and conditions applicable to the Project which constitute obligations to be assumed and effected by the Contractor under the Contract Documents, and shall submit a copy of each such subcontract at all tiers to the Engineer for examination and approval prior to his or their execution of the subcontract. Each individual contract shall be submitted with all provisions and all payment details clearly stated and included. Generalized contracts or contracts without all details/provisions included will not be acceptable. Subcontracts shall be entered into only with those subcontractors so approved in writing by the Engineer. The County reserves the right of approval or rejection to any subcontract at any tier contemplated by the Contractor or his subcontractors at any tier for any portion of the Project, whichever it deems to be in its best interest.

The Contractor hereby agrees to perform the work under this Contract as an independent Contractor, and not as a subcontractor, agent or employee of the County.

The Contractor hereby agrees to familiarize himself with all codes and regulations of the Federal Government, the State of Florida, the County of Miami-Dade and any municipal corporations applicable to every aspect of the Project. The Contractor shall provide all materials and shall perform all work necessary to fully comply with all provisions and requirements of applicable codes, regulations and permits whether specifically indicated in the Plans and Specifications or not. It is the intent of the Department to obtain a finished Project in full compliance with all requirements of any agencies having jurisdiction over any portion of the work involved in the Project. The Engineer will not recommend acceptance of the work until all requirements and provisions of pertinent codes and regulations have been satisfactorily fulfilled.

The County may retain from money otherwise payable under the Contract such amount as it may determine to be required to pay the expenses and damages arising from any of said causes or in case no money is due, the Contractor's surety shall be held until such suits, action or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the County.

The Contractor shall at all times conduct the work in such manner and in such sequence as will insure the least practicable local interference. He shall not open up work to the prejudice of work already started, and the Engineer may require the Contractor to finish a section on which work is in progress before work is started on any additional section.

The Contractor shall arrange his work and dispose of his materials so as not to interfere with the operations of other contractors engaged upon adjacent work, shall join his work to that of other contractors in a proper manner and in accordance with the spirit of the Plans and Specifications, and shall perform his work in the proper sequence in relation to that of other contractors, all as may be directed by the Engineer.

The Department reserves the right to interview and approve the Contractor's supervisor and the supervisors of the Contractor's subcontractors, at any tier, to be employed in the supervision of the work of this Contract. The Department may withhold approval of a subcontractor until the subcontractor's supervisor is approved by the Engineer. The Contractor and subcontractor's supervisor must provide satisfactory proof of his experience and special ability to perform the work to be accomplished under the subcontractor.

If the Contractor or his subcontractors intends to remove a supervisor previously approved by the Department to perform the supervision of the work specified in this Contract, any replacement of a supervisor is subject to approval of the Department. Any critical personnel, as determined by the Department, shall be continued in their engagement by the Contractor and not replaced except as approved by the Department in accordance with the provisions and intent of Resolution R744-00.

9. INFORMATION AND DRAWINGS TO BE FURNISHED BY THE CONTRACTOR

Before proceeding with the erection of his construction plan, including the setting or placing thereof, and the erection of other temporary structures, the Contractor shall furnish the Engineer with such information and drawings as the Engineer may require.

The Contractor shall furnish such cost breakdowns as required by the Engineer, including a detailed estimate giving a complete breakdown of the Contract price and a breakdown of the cost of various portions of the work for use in preparing monthly estimates and for allocating

costs in the classified property accounting system of the Department. The cost breakdowns shall be physical items with mobilization, bond, patent fees and royalties, insurance, home office expenses, overhead, and all other general costs and profits, prorated to each physical Item. No payment will be made to the Contractor until these breakdowns are submitted in a form satisfactory to the Engineer.

The Contractor shall furnish for review and approval by the Engineer the number of copies of shop drawings specified in the Contract Documents. Where that number is not specified in the Contract Documents, no less than six copies shall be submitted. In the case of differing numbers of shop drawings being provided for elsewhere in the Contract Documents, the larger number shall prevail unless otherwise ordered by the Engineer. Submittal of shop drawings shall be made so as to allow sufficient time for the ordering and fabrication of special order or long lead items or construction use of any standard element of the work.

It is the Contractor's sole responsibility upon the first occasion of submittal of a particular element of the work, to submit shop drawings of an element which match and fulfill the requirements and intent of the Plans and Specifications. Any delays or costs caused, either directly or indirectly, by non-timely submissions; submission of items differing significantly from the intent of the Plans and/or Specifications; repeated submission of, or argument over, rejected elements or changes required for acceptance; arguments with the criteria or requirements of the Plans or Specifications; or any other such similar activities shall be at the sole expense of the Contractor. It is the intent of the Contract Documents which meet or exceed the requirements of the Contract Documents and fit with the other elements of the work and the existing conditions. Activities such as those mentioned above, which are inimical to this intent will not be tolerated and may, at the sole discretion of the Engineer, subject the Contractor to costs for any delays, costs, damages or penalties suffered by County due to such activities to include but not be limited to; extra engineering and overhead costs together with any liquidated or actual damages.

Shop drawings shall be of such character that they may be used as fabrication drawings. Prior to submission, the Contractor shall thoroughly check such drawings, satisfying himself that they meet the requirements of the Plans and Specifications and that they are coordinated with the arrangements set forth on other shop drawings, and shall place on them the Contract Number, the date and his stamp of approval. Where items for which shop drawings are submitted are to meet special conditions listed in the detailed Specifications, the conditions shall be so noted on the drawing. Where there is a deviation from the Specifications, the Contractor shall note it and state the reason why a deviation is required. Two copies will be returned to the Contractor with the Engineer's mark of approval thereon, or will be marked to indicate changes necessary to effect compliance with the Specifications and the remaining copies will be retained by the Department. When drawings are approved by the Engineer, they shall be as binding as any of the Contract Documents. Any errors or omissions on the shop drawings shall not relieve the Contractor of his responsibility. He shall correct such errors, or omissions, including any necessary additions or alterations to construction, at his expense upon notification by the Engineer.

10. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply in every respect with all applicable laws, regulations and building and construction codes of the Federal Government, the State of Florida, the County of Dade, and any municipal corporation within the boundaries of which any of the work is to be done, and shall obtain all such occupational licenses and permits as shall be prescribed by law.

The attention of the Contractor is hereby directed to the requirements of the Code of Miami-Dade County, Chapter 489 of the Florida Statutes, and the rules of the State of Florida Department of Professional Regulation, governing the qualifications for Contractors and subcontractors doing business anywhere in the County, and further is directed to the license requirements of the various municipalities located within Miami-Dade County prerequisite to the issuance of permits to contractors and subcontractors within the corporate limits of such municipalities.

The attention of the Contractor is also hereby directed to the requirements of Section 2-11 and 2-11.1 of the Code of Metropolitan Dade County, Florida, entitled "Outside Employment by County Employees" and "Conflict of Interest and Code of Ethics Ordinance", respectively.

All successful bidders/respondents on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring bidders/respondents to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- b) invites local subcontractors to submit bids in a practical, expedient way;
- c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid;
- d) allows local subcontractors to meet with appropriate personnel of the bidder to discuss the bidder's requirements; and
- e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the bidder's stated objectives.

All bidder/respondents seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures. Bidders/respondents who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.

In accordance with Ordinance No. 97-104, as amended by Ordinance 00-30, all successful bidders and respondents on County contracts for purchase of supplies, materials or services, including professional services, which involve the expenditure of \$100,000 or more and all successful bidders or respondents on County or Public Health Trust construction contracts which involve the expenditure of \$100,000 or more and where the specifications do not expressly preclude the use of subcontractors shall provide, as a condition of award, a listing which identifies all first tier subcontractors who will perform any part of the Contract work and describes the portion of the work such subcontractor will perform, and all suppliers who will supply materials for the Contract work direct to the bidder or respondent and describes the materials to be so supplied.

Ordinance 97-104, as amended, applies to all contracts whether competitively bid by the County or not. Those contracts that have received authorization by the Board of County Commissioners to waive formal bidding procedures must also provide a listing of all first tier subcontractors and direct suppliers.

'Subcontractor/Supplier Listing, SUB Form 100' may be utilized to provide the information required by this paragraph. A successful bidder or respondent who is awarded the Contract

shall not change or substitute first tier subcontractors or direct suppliers or the portions of the Contract work to be performed or materials to be supplied from those identified in the listing submitted except upon written approval of the County.

In accordance with Dade County Resolution Number 9601, the Contractor agrees to make no discrimination because of race, color, creed or national origin with respect to employment of personnel on this Project, and that all persons having the experience and skill necessary to perform the work shall be afforded equal opportunity of employment for the work to be performed at the site of this Project.

In accordance with Section 2-8.1 of the Miami-Dade County Code, as amended by Ordinance 00-30 (copies of both attached), award or this Contract is conditioned on the Contractor providing the County with a listing of first tier subcontractors and direct suppliers to be used in performance of the work of the Contract, if subcontractors and suppliers are required.

In accordance with Section 2-8.1 of the Miami-Dade County Code, as amended by Ordinance 01-96 (copies of both attached), award of this Contract is conditioned on the Contractor adopting a Code of Business Ethics prior to entering into a Contract with Miami-Dade County; providing that failure to comply with the Code of Business Ethics shall render the Contract voidable and empowering the Miami-Dade Inspector General to investigate alleged violations of the Code of Business Ethics.

In accordance with Section 2-8.1.2 of the Miami-Dade County Code, as amended by Ordinance 00-30 (copies of both attached), award of this Contract is conditioned on the Contractor certifying to the County that the Contractor does not owe, or is delinquent to the County in making payment of any fee, tax, contractual debt, or loan. The County may debar contractors who fail to comply with this section.

In accordance with Section 2-8.6 of the Miami-Dade County Code, as amended by Ordinance 00-30 (copies of both attached), award of this Contract is conditioned on the Contractor providing a drug free workplace. The County may debar a contractor who fails to provide a drug free workplace. Specific requirements relating to provision of a drug free workplace are detailed in Section 35 of these General Covenants and Conditions.

In accordance with Section 10-34 of the Miami-Dade County Code, as amended by Ordinance 00-30 (copies of both attached), award of this Contract is conditioned on the Contractor providing the County notice of any felony conviction during the past ten years against the Contractor, or against any officer, director, or executive of the Contractor. The County may debar a Contractor who fails to comply with the provisions of the section.

In accordance with Resolution R-182-00, which amended R-385-95, the Contractor shall comply with the American with Disabilities Act of 1990 and other laws prohibiting discrimination on the basis of disability requirements as a requirement of award. Failure to comply with the requirements of Section 3 of Resolution R-385-95, as amended, may result in debarment of those who knowingly violate this policy or falsify information. (Copy of R-182-00 appended at rear of specifications.) Violation of any act or law cited in R-182-00 renders this Contract voidable by the County.

In accordance with Resolution R-183-00, bidders or proposers covered by the County's

Family Leave Ordinance shall, as a condition of award, certify that they provide family leave to their employees as required by such ordinance. The obligation to provide family leave to their employees shall be a contractual obligation. Failure to comply with the requirements of Section 2 of Resolution R-1499-91, as amended, may result in debarment. (Copy of R-183-00 appended at rear of specifications.)

In accordance with Resolution R-185-00, prior to entering into a contract with the County, the Contractor shall, as a condition of award, certify that the firm is in compliance with the Domestic Leave Ordinance, Ordinance 99-5. The obligation to provide domestic violence leave to their employees shall be a contractual obligation. Failure to comply with requirements of R-185-00 as well as the Domestic Leave Ordinance may result in the Contract being declared void, the Contract being terminated and/or the firm being debarred. (Copy of R-185-00 appended at rear of specifications.)

The Contractor shall fully comply with the provisions of: Ordinance 99-152, the False Claims Act; Ordinance 99-162, 00-67 and their Administrative Order which prohibit contracting with individuals and entities that are in arrears to the County; Ordinance 00-66 relating to restoration after construction of utilities or works in the public right of way; and Ordinance 00-97 relating to protection of underground utilities and requiring various Contractor activities; Resolution R-744-00, relating to retention in service of critical personnel. The County has adopted via Resolutions R749-00 and R161-01 a "Business Road Impact Assistance Loan Program". The Contractor shall make every effort to minimize construction impact to business in the area of the Project and as appropriate, the Department will recover any costs caused the County by Contract delays or other business impacting activities attributable to the Contractor. To this end the Contractor shall conduct its construction activities in a manner that will minimize these detrimental effects.

The attention of the Contractor is directed to Miami-Dade County 99-152, which prohibits the presentation, maintenance, or prosecution of false or fraudulent claims against the County. By terms of the ordinance, the Contractor is prohibited from:

- a) knowingly presenting or causing to be presented to the County or to any officer or employee, agent, or consultant of the County, a false or fraudulent claim for payment,
- b) knowingly making, using, or causing to be made or used, a false record or statement to get a false, fraudulent, or inflated claim paid or approved by the County,
- c) conspiring to defraud the County by facilitating the payment of a false, fraudulent, or inflated claim allowed or paid by the County,
- d) delivering, with the intent to defraud the County, goods or services of different quality or quantity than that specified in the applicable contract or specifications,
- e) making or delivering the document certifying receipt of property used, or to be used by the County, without completely knowing that the information on the receipt is true,
- knowingly buying or receiving as a pledge of an obligation or debt, public property from an officer, employee, or agent of the County who lawfully may not sell or pledge the property, and
- g) knowingly making, using, or causing to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the County.

A Contractor who violates the terms of this ordinance may be subjected to criminal prosecution, civil penalties, including treble damages, or debarment, and shall be liable to the County for all costs in and fees incurred by the County to defend, review, and evaluate the claim; these penalties are cumulative. Violation of this ordinance shall in addition result in the forfeiture of the entire claim made by the Contractor.

Pursuant to this Ordinance, the County may ask that the Contractor certify a claim made to the County. A certified claim must be made under oath by a person duly authorized by the claimant, and shall state:

- a) the claim is made in good faith,
- b) that the data supporting the claim are accurate and complete to the best of the person certifying the claim's knowledge and ability,
- c) that the amount of the claim accurately reflects the amount that the claimant believes is due from the County, and,
- d) that the certifying person is duly authorized to certify the claim.

Failure to provide the requested certification shall result in forfeiture of the claim. Where the document to be certified is the final bid takeoff, that certification shall be made under oath by a person authorized to certify the takeoff and shall state that:

- a) the final bid takeoff was prepared contemporaneously with the bid and in anticipation of the bid for the Project,
- b) that the Contractor relied on the final bid takeoff to prepare the bid and the original schedule of values, and
- c) that the final bid takeoff has not been altered in any way.

A Contractor making a claim against the County for delay or other damages must submit, within twenty days, a certified copy of the final bid takeoff, if so requested by the County. Failure to submit the certified final bid takeoff shall result in forfeiture of the claim for delay or other damages. The final bid takeoff shall be the final estimate, tabulation, or worksheet prepared by the bidder in anticipation of the bid submitted, and shall both reflect the final bid price and contain a line item for overhead costs.

Compliance with all of the above-designated regulations is mandatory.

11. <u>CONSTRUCTION SCHEDULE, TIME OF PERFORMANCE AND LIQUIDATED</u> <u>DAMAGES</u>

Immediately after receipt of the Notice to Proceed and prior to the actual start date, the Contractor shall deliver to the Engineer for review, in a form satisfactory to the Engineer, a construction progress schedule, showing dates of commencement and completion of each of the various subdivisions of the Project and a schedule of material delivery dates to be incorporated into each phase of the work as set forth in the Specifications. Within five days of receipt of said schedule, the Engineer shall meet with the Contractor for a joint review. The Contractor shall submit six copies of the corrected schedule at the preconstruction meeting for discussion and approval. The Engineer may require the corrected schedule prior to said preconstruction meeting.

The Contractor shall begin the Project with an adequate force and sufficient equipment

and facilities on the date stated in the written notice issued and served upon him by the Engineer. Thereafter, the Contractor shall prosecute the work diligently, without any avoidable interruption and at such rate and with such complement of labor, materials and equipment as will complete the Project within the time stated in the Proposal.

The Contractor shall establish a schedule based on an eight hour work day with one hour for lunch and provide this schedule to the Engineer. Overtime inspection fees are applicable as established in Section 43 Standard Work Hours and Construction Management Overtime of the General Covenants and Conditions.

No work, however, shall be done between outside of standard work hours, except such work as is authorized by the Engineer or is necessary for the proper care and protection of the work already performed, or except in case of an emergency, in which event the permission of the Engineer to do such work shall be secured.

Liquidated Damages

The Liquidated Damages for this project shall be set at \$1,000 per day Sundays and Holidays included. The County and the Contractor agree that it is impossible, at the time this Contract is executed, to ascertain the precise amount of damages which the County may suffer as a result of any compensable delay, and that proof of such damages will be difficult. Since time is of the essence of this Contract, in the event that the work to be done hereunder is not completed within the times hereinbefore specified (and such additional extension of time as the Engineer may have granted), the County will retain from the compensation otherwise to be paid to the Contractor, including partial payments as defined in Section 28 herein, the County and the Contractor agree that the sum of one thousand dollars (\$1,000.00) for each day thereafter (Sundays and holidays included) that the work remains uncompleted, which sum is a fair and reasonable sum for all indirect costs as may be borne by the County due to the Contractor exceeding the Construction Time of the Contract and represents the actual damages which the County will have sustained per day by failure of the Contractor to complete the work within said specified times, it being agreed that said sum is not a penalty but is the stipulated amount of damage sustained by the County in the event of such default by the Contractor.

The provisions of the Supplemental General Conditions (If Ordinance 90-143 is applicable to this Contract) setting forth liability for unpaid wages, penalties, and for withholding, are all in addition to the damages specified hereinabove.

Should a delay in the work be caused by an act of God, war, strike action of the county or other cause beyond the control of the Contractor, the Contractor may make a written request within **five calendar days** of the commencement of the delay, for a non-compensable Contract time extension. Pursuant to such request, a non-compensable time extension will be granted if, in the opinion of the Engineer, the claim is justified. The Engineer's decision shall be final. The Engineer shall not consider delays caused by late delivery of equipment or material to be beyond the control of the Contractor and hence shall not allow an extension of time for them unless written evidence is furnished that they were caused by acts of God, war, strikes or action of the County. Inclement weather will not be a justifiable claim.

12. INSURANCE TO BE CARRIED BY CONTRACTOR AND INDEMNIFICATION

Prior to execution of the Contract by the County and commencement of work, the

Contractor shall obtain all insurance required under this Section and submit same to the County for approval. All insurance shall be maintained until work has been completed to the status specified below.

The Contractor shall furnish to Miami Dade Water and Sewer Department - 3071 S.W. 38th Avenue, Miami, FL 33146-2221, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- a) Worker's Compensation Insurance as required by Chapter 440, Florida Statutes and, where applicable, coverage for the U.S. Longshoremen's and Harbor Worker's Act and the Jones Act.
- b) Commercial General Liability in an amount not less than \$1,000,000.00 per occurrence for Bodily Injury and Property Damage combined single limit per occurrence. Insurance shall include coverage for Explosion, Collapse & Underground Hazards. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000.00 per occurrence for Bodily Injury and Property Damage combined single limit per occurrence.
- d) When so required in the Instructions To Bidders, the Contractor shall procure and shall maintain until work has been completed to the status specified below, complete Value Builders' Risk / or Installation Floater Insurance covering perils on an "All Risks" basis, including windstorm, in an amount of not less than one hundred percent of the contract value of the building(s) or structure(s). The policy shall be in the names of the County and Contractor, as their interests may appear. Installation floater insurance will <u>not</u> be required on any projects composed of solely pipeline work.

The Public Liability Insurance coverage as required in paragraph b) above shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Contractor in the performance of this Contract.

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

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

Or

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

The Contractor shall furnish Certificates of Insurance to the County prior to commencing any operations under this Contract, which certificates shall clearly indicate that the Contractor has obtained insurance, in the type, amount and classifications, in strict compliance with this

Section. All insurance required by the Contract shall stay in force until construction of the Project is complete to a point where no construction personnel of the Contractor or any subcontractor are required to be on the site of the work and all survey work for as-built drawings is completed to the satisfaction of the Engineer. At that point the Contractor shall make written request to the Engineer to discontinue all or portions of the insurance coverage for the Project (as appropriate) and upon receipt of written permission from the Engineer may discontinue said insurance. In any instance where work must be resumed after a pause, the Contractor shall obtain all insurance as required above prior to performing the work.

NOTE: See the Instruction to Bidders for any modifications to these insurance requirements.

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

NOTE: MIAMI DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE AND POLICY.

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY 111 N.W. 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.

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents, consultants and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, costs of patent rights and fees, which the County or its officers, employees, agents, consultants 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 negligence, recklessness, or intentional wrongful misconduct of the Contractor or its employees, agents, servants, partners, principals or subcontractors in the performance of this Contract. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgements, and attorneys' fees which may issue thereon. 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 County or its officers, employees, agents, consultants and instrumentalities as herein provided.

The Contractor agrees to defend against any claims brought or action filed against the County, the Engineering Consultants, or their officers, agents and employees in connection with the subject of the indemnities contained herein.

13. EXTRA WORK AND PAYMENT THEREFORE

The Contractor shall perform extra work, for which there is no price included in the

Proposal, wherever it is deemed necessary or desirable by the Engineer to complete satisfactorily the Project as contemplated, and such extra work shall 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.

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 shall be based on the following:

The 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 percent of such sum for labor and the total thereof shall 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 the cost 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.

For all materials used, the Contractor shall include the estimate cost of such materials, including freight charges, to which cost shall be added an amount equal to ten percent thereof, for full compensation which includes overhead, profit and home office expenses.

For any construction equipment or special equipment including fuel and lubricant, required for the economical performance of extra work, the Engineer shall 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 shall make the final determination as to the validity of such payment. The hourly rental price of such construction or special equipment 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 the estimated time that the equipment will work at the hourly rental rate to which shall be added ten percent for fuel, maintenance and lubrication for rented equipment.

The Contractor is required to include a statement certifying that this claim is justified and that it 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 shall be included in the Contractor's monthly estimate when Allowance Account funds are available in the Contract for the work actually done. If no allowance account funds are available a change order will be issued.

The performance of any extra work or the furnishing of any extra material which, in the judgement 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.

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 operations, the Contractor shall 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 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: twentyfive percent of the working foreman's salary for directing up to two workers in their work; fifty percent of sum salary for directing up to four workers in their work; seventy five percent for directing five workers in their work; and one hundred percent for directing six workers or more in 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 the actual cost 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 cost shall be added an amount equal to ten 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 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 shall be added ten percent for fuel, maintenance and lubricants for rented equipment.

The Contractor's representative and the Inspector shall compare records of extra work done at the end of each day. Such records shall be made in duplicate upon a form provided for

such purpose by the Inspector, and shall be signed by both the Inspector and the Contractor's representative, one copy being submitted to the Engineer and the other being retained by the Contractor.

All claims for extra work done shall be submitted by the Contractor upon certified statements, 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 the 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 this work, by the Board of County Commissioners.

If required, the Contractor shall produce any books, vouchers, other records, or memoranda which will assist the Engineer in determining the true, necessary cost of work and materials to be paid for on a cost plus basis.

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 as described in Section 13 (a), (b) or (c), the Contractor may charge an additional ten percent for his full compensation for overhead, profit, home office expenses and general supervision for this portion of work performed by the subcontractor.

The subcontractor must comply with all the requirements of the Contract for his portion of extra work and be compensated as permitted for this extra work.

No additional compensation will be paid for overhead, profit, home office expenses or supervision to any subcontractors working for subcontractors.

In no case will the Contractor be entitled to compensation pursuant to this Section unless the Contractor has first provided notice, as describe in Section 4 of the General Covenant and Conditions that the work is outside the requirements of the Contract, unless the work is denominated by the Engineer in writing as extra work pursuant to Section 3 of the General Covenants and Conditions.

No additional compensation shall be due the Contractor for extra work occasioned as a result of differing site conditions, or as a result of delays, except to the extent specified in Sections 14 and 15 of the General Covenants and Conditions. If the Contractor believes that an order or directive of the Engineer calls for the performance of work outside the requirements of the Contract, the Contractor shall so notify the Engineer in accordance with Section 4 of the General Covenants and Conditions.

14. TIME EXTENSIONS AND DELAY

Where the progress of the Contractor is delayed, and such delay is beyond the control of the Contractor, and if such delay affects the critical path of the Project, the Contractor shall, within five days of the start of the delay, notify the Engineer in writing of the delay and requesting an extension of the Contract time. Said notice shall specifically detail the nature and cause of the delay and shall include sufficient and credible and complete documentation, to include but not limited to approved schedules, to allow the Engineer to evaluate the impact of

the delay on the Contractor's critical path. If the Engineer finds that the delay is beyond the control of the Contractor and affects the critical path of the Project, the Engineer will grant the Contractor a non-compensable time extension, assuming sufficient time remains in the allowance account for this project. If no time remains in the allowance account, time shall not be granted except with the authorization of the Board of County Commissioners.

Proper and timely notification to the Engineer of the delay, as provided for above, is a condition precedent to any obligation on the part of the County to grant a non-compensable time extension, and the failure of the Contractor to properly and timely render such notice shall serve as a bar on the maintenance or litigation of any claim related for additional time arising out of the delay, and shall serve as a waiver by the Contractor of any and all such claims.

A non-compensable time extension shall be the sole remedy available to the Contractor for delays beyond the control of the Contractor. IN NO EVENT SHALL A CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. The Contractor shall not be entitled to an increase in the Contract Sum of payment of compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference of hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages, in the liquidated amount specified herein, by the Contractor as available in law through a court of competent jurisdiction for hindrances of delays caused solely by the bad faith, fraud, or active interference of the County or its agents. Otherwise, the Contractor shall be entitled only to non-compensable extension of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

If the Contractor contends that it is entitled to a compensable time extension the Contractor shall within three days of the start of the action said to furnish justification for the compensable time extension, notify the Engineer in writing of the delay. Said notice shall specifically detail the nature and cause of the delay, the specific action of the County which renders this delay compensable, and shall include sufficient and credible documentation, to include but not limited to approved schedules, to allow the Engineer to evaluate the impact of the delay, as provided above, is a condition precedent to any obligation on the part of the County TO GRANT A COMPENSABLE TIME EXTENSION, AND THE FAILURE OF THE Contractor to properly and timely render such notice shall serve as a bar on any litigation related to any claim for time or damages of any sort, including acceleration damages, arising out of the delay and serve as a waiver by the Contractor of any and all such claims.

The Contractor shall maintain for the duration of the alleged compensable delay, daily records. The maintenance of said records is a condition precedent to any obligation on the part of the County as to any compensable time extension. For each day for which said, confirmed, records are lacking, the County shall have no obligation as to extra time or compensation, and the lack of such records shall preclude the Contractor from maintaining any action for damages of any sort or extra time with respect to such delay.

In the event the County shall grant any time extension, the Contractor shall submit a revised schedule, compliant with the terms of the General Covenants and Conditions; said revised schedule will reflect all delays which previously impacted the work, including delays as may have been caused by the Contractor, and will reflect all time extensions granted to the date

of the revised schedule.

In the event that the Contractor is, per this Section, entitled to compensation for any delay, said compensation shall be liquidated and fixed at two hundred fifty dollars (\$250.00) per day of delay. The County and the Contractor agree that it is impossible, at the time this Contract is executed, to ascertain the precise amount of damages which the Contractor may suffer as a result of any compensable delay, and that proof of such damages will be difficult. Therefore, the County and the Contractor agree that the sum of two hundred fifty (\$250.00) dollars per day of delay is a fair and reasonable sum for all indirect costs as may be borne by the Contractor due to any compensable delay, including but not limited to, profits, interest, home office overhead, field office overhead, acceleration, loss of earnings, loss of productivity and/or efficiency, loss of bonding capacity, loss of opportunity, and all other indirect costs incurred by the Contractor or its subcontractors, materialmen, suppliers, or vendors.

Where a delay for which the Contractor would be entitled to compensation occurs concurrently with a delay for which the Contractor would not be entitled to any time extension, the Contractor shall be entitled to no compensation for the period of such concurrent delay.

The Contractor shall have no cause of action for the following items, and such items shall neither form the basis of any claim nor be included in compensation by the County, except insofar as the Contractor may be due liquidated damages for delay due to the Contractor pursuant to this Section, and this Section shall be the sole vehicle for recovery of the following items:

- 1. Home office expenses of any direct costs allocated from the headquarters of the Contractor
- 2. Loss of anticipated profits on this or any other project
- 3. Loss of bonding capacity
- 4. Losses due to projects not bid on
- 5. Loss of business opportunities
- 6. Loss of productivity on this or other project
- 7. Loss of interest on funds not paid
- 8. Costs to prepare, negotiate, or prosecute claims
- 9. Costs spent to achieve compliance with applicable laws and regulations
- 10. Increased binding or insurance costs
- 11. Loss of efficiency
- 12. Acceleration costs
- 13. Loss of opportunity
- 14. All other indirect costs not listed herein.

15. SITE CONDITIONS

The County makes no representations or warranties as to site conditions, including but not limited to the nature or amount of any kind of soil material, the fitness of any material for use as fill, or the amount of water to be expected. Any information provided herein relating to site conditions is provided as advisory only, and is the County's best estimate of conditions at a particular location. Please note that underground conditions may vary from those observed by the County, and that the County cannot guarantee that the Contractor will encounter site conditions similar to those observed by the County.

The Contractor shall, prior to beginning construction activities, make whatever, site investigations the Contractor deems diligent or prudent, and shall take into account all site conditions which are known to the Contractor, or which could be known to the Contractor with reasonable, diligent, investigation, in planning or executing the work. Where site conditions delay the project, and said delay could have been avoided by reasonable investigations of the site by the Contractor, such delay will not be considered to be beyond the control of the Contractor, and no time extension shall be granted pursuant to Section 14 of the General Covenants and Conditions.

In the event that site conditions differ from those expected by the Contractor, the Contractor shall proceed to complete the work as contemplated by the Plans and Specifications at his own cost and expense. If in the discretion of the Engineer, the difference in site conditions renders completion of the work as described by the Plans and Specifications impossible, the Engineer may alter the work, in accordance with Section 3 of the General Covenants and Conditions, whereupon the Contractor shall be compensated for any extra work pursuant to Section 13 of the General Covenants and Conditions; the Engineer shall not alter the work where the site conditions render the work more difficult or costly to perform, if such work is otherwise still possible as described in the Contract Documents.

16. TERMINATION FOR CONVENIENCE AND CANCELED ITEMS

(1). <u>Termination for Convenience</u>

The Department reserves the right to, at its sole discretion, terminate this Contract without cause by giving a written Notice of Cancellation to the Contractor and its Surety at least ten (10) calendar days prior to the effective date of such cancellation.

In the event of termination by the Department, the Contractor will be paid for all labor performed, all materials and equipment furnished by the Contractor and its subcontractors, material men and suppliers and manufacturers of equipment less all authorized partial payments made prior to the date of cancellation. The Contractor will be paid for:

The value of all items of work completed under the Contract based upon the unit prices and/or the approved Schedule of Values (the Schedule of Values being the detailed cost breakdown satisfactory to the Engineer as specified in Section 9).

The actual cost, as verified by invoice, of acceptable materials and equipment delivered to the work site or irrevocably ordered prior to the date of receipt of the Notice of Cancellation. Said irrevocably ordered materials or equipment must be actually delivered to a Department storage yard designated by the Engineer prior to payment being authorized.

Items from the Schedule of Values or unit price items which are partially completed will be paid as specified in "Canceled Items" below.

In the event of termination or cancellation under this Section, the Contractor shall not be entitled to any anticipated profits for any work not performed due to such cancellation. No claims for loss of anticipated profits or for any other reason in connection with the cancellation of the Contract will be considered, nor shall the Contractor be entitled to any consequential damages.

(2). Canceled Items

The Department shall have the right to cancel those portions of the Contract relating to the construction of any item provided for therein. Where that portion of the work contains completed payment items as called out in the Schedule of Values or unit price items which have been completed, they will be paid for as specified above in this section. Where items of work are not complete the Contractor will be allowed a profit percentage on the materials used and on construction work actually performed, at the same rates as provided for "Extra Work", but, as above, no allowance will be made for anticipated profits.

17. INSPECTING AND TESTING MATERIALS

The inspection and testing of materials and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies employed by the County, unless otherwise specifically provided for in the Specifications. The Contractor shall submit such samples, or such special or test pieces of materials as the Engineer may require. The cost of the materials or finished articles which may become damaged or destroyed in making the necessary tests to determine whether or not Specification requirements are met shall be borne by the Contractor. The Contractor shall not incorporate any material or finished article into the work until the results of the inspections or tests are known and he has been notified by the Engineer that the material or finished article is accepted. All materials must be of the specified quality and be equal to the approved sample, if a sample has been submitted. Materials or finished articles rejected by the Engineer shall be promptly removed from the site of the work.

18. CORRECTION OF WORK OR MATERIAL

If at any time before the final acceptance of the Project, defects in the work or materials, unsatisfactory work or material, poor workmanship, damaged, destroyed, or incorrect work, are found by the Engineer, or any other Governmental Agency having jurisdiction over the work, the Contractor so notified shall immediately correct such work at his expense using whatever material and labor necessary in accordance with the Plans and Specifications.

Previous inspection of such work will not relieve the Contractor of his responsibility for any of the above deficiencies, although they may have been overlooked by the Engineer or may have been the results of damage from any cause. Neglect to make good for any of the above work shall result in the Engineer giving notice in writing to the Contractor specifying the conditions pertaining thereto and directing the Contractor to correct same. If the Contractor does not correct such conditions within five days after receipt of such notice, it shall be sufficient grounds for the Engineer to order the subject work discontinued and have the work completely remedied at the expense of the Contractor.

All materials are to be inspected before use and the Contractor shall notify the Engineer in time to enable him to inspect any inaccessible work or materials before being covered. The Contractor shall furnish at his expense necessary personnel and facilities for inspection of such work or materials after being covered, if so required. If in the Engineer's opinion the materials or finished items already installed, whether exposed or covered up, are damaged, destroyed or not in compliance with specifications, the Engineer shall notify the Contractor in writing, specifying the work or materials which shall not be incorporated in the Work without replacement or corrective work sufficient to obtain the Engineer's approval. All costs for the Correction of said work or materials shall be borne by the Contractor.

If in the opinion of the Engineer the structural, mechanical, or electrical integrity of installed work or materials on site is questionable, the Engineer may direct the Contractor to perform necessary tests to determine the acceptability of the item in question. The Contractor shall immediately employ a Professional Engineer licensed to practice in the State of Florida, to submit a testing procedure for approval as well as corrective methods of repair or replacement of the work if required. Engineering, testing and any required corrective work shall be performed immediately to minimize delays to the Project. If the tested work or materials are found to have deficiencies or not be in accordance with the best practices of the trade; even if the Department for its' convenience elects to accept the work or materials, all engineering, testing, and corrective costs shall be borne by the Contractor. Should the work or material in question be found to be without deficiencies and in accordance with the best practices of the trade; said costs will be borne by the Department to the extent of actual costs for said services. Any office overhead or other charges will remain with the Contractor. A non-compensable time extension will be granted if no corrective measures are required by the Engineer.

In all cases of corrective work including tests, prior to performing any work, the Contractor must submit his method of correction and obtain approval from the Engineer prior to correcting, removing, or replacing this work. The Engineer will only approve the completed work when it is satisfactorily performed. All costs for this work, including testing, shall be borne by the Contractor.

19. UNFINISHED OR INCOMPLETE WORK

If at any time before final acceptance of the Project the Engineer finds there is unmanned or unfinished or incomplete work, or work delay or work stoppages, he shall notify the Contractor in writing to finish or complete the work at his expense forthwith using whatever labor, materials and equipment necessary to perform the work in accordance with the Plans and Specifications.

When the activity duration for any items shown on the construction schedule submitted beginning with the Notice to Proceed date exceed one hundred percent of the duration days indicated on the schedule, and the Contractor fails to make good for any of the above work as specified, the Engineer shall give notice to the Contractor in writing specifying the conditions pertaining thereto and directing the Contractor to perform the work. If the Contractor shall not begin to correct such conditions within five days of such notice, it shall be sufficient grounds for the Engineer to order the subject work discontinued and have the work completely remedied at the expense of the Contractor.

20. UNAVAILABILITY OF MATERIALS

If the Contractor is unable to furnish or use any of the materials or equipment specified, because of any order by a governmental agency limiting the manufacture or use, or because of the supply situation in the general market for such material or equipment, the Contractor shall offer substitutes therefor. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until it has been approved by the Engineer.

No consideration will be given to the use of substitutes on account of market conditions unless the Contractor demonstrates that for the item in question, he placed his order and submitted shop drawings without delay, that he has shown due diligence in attempting to locate

the item as specified, and that the unavailability is due to market conditions in general throughout that particular industry.

If substitutes are used in the work, the compensation to be paid the Contractor will be subject to review and adjustment.

21. PROPERTY PROTECTION

Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected by the Contractor. Property obstructions, such as sewers, drains, water or gas pipes, conduits, railroads, poles, walls, posts, bridges, etc., shall be carefully protected from damage and shall not be displaced if avoidable. Reasonable care shall be taken during construction to avoid damage to existing vegetation, ornamental shrubbery and trees. Damaged trees and shrubs are to be trimmed, treated or replaced, if necessary. Any damage created by the Contractor on private property, public right of way, or public property shall be replaced or repaired to a condition equal to or better than originally encountered, at his expense.

If the construction of the Project renders it necessary to move property, including privately owned public utility facilities located in public streets, highways or other public places, and all other types of property, the removal therefor shall be at the expense and risk of the Contractor. The Contractor is to obtain the consent of the owners or others in charge, and, before commencing, shall confer with them as to the best manner of protecting the interests involved.

Except as specifically provided in the Specifications, the Contractor shall not do any work that would affect any railway track, pipeline, telephone, telegraph, or electric transmission line, other structure, nor enter upon the right of way or other lands appurtenant thereto, until notified by the Engineer that the County has secured authority from the proper parties. The Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay except as provided in Section 14 herein.

The Department retains ownership of any materials encountered or being replaced under the Contract, and the Contractor, when so requested, shall carefully remove them and leave them neatly piled or stored at the site of the work for salvage by Department forces, except when otherwise provided by the Specifications.

22. USE OF EXPLOSIVES

The use of explosives will not be permitted under this Contract.

23. SANITARY PROVISIONS

The Contractor shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements and regulations of the State of Florida Department of Health and Rehabilitative Services or Dade County Health Department. He shall commit no public nuisance. The Contractor shall furnish an adequate supply of drinking water for his employees.

24. CLEANING UP SITE OF WORK AND RESTORATION

As soon as the work in any one locality is completed, the accumulated rubbish or surplus

materials thereat shall be promptly removed. The Contractor shall also restore all public and private property in a manner acceptable to the Engineer, to a condition equal to or better than pre-construction conditions. This shall apply to public and private property which has been displaced or damaged during the prosecution of the work, and the Contractor shall leave the site and vicinity unobstructed and in a neat and presentable condition.

In the event of delay exceeding two days after written notice is given to the Contractor by the Engineer to remove such rubbish or materials, or to restore displaced or damaged property, the Engineer may employ such labor and equipment as he may deem necessary for the purpose, and the cost of such work, together with the cost of supervision, shall be charged to the Contractor and shall be deducted from any money due him on the monthly or final estimate. No Contract shall be considered as having been completed until all rubbish and surplus materials have been removed and disposed of properly.

25. ASSIGNMENT OF CONTRACT

No assignment of the Contract or of any part thereof, or of any moneys due or to become due thereunder, shall be made by the Contractor without the prior written approval of the County, which approval will be given only after the surety on both the Performance and Payment Bond has informed the County in writing that it has no objection to such assignment being made.

In the event that the Contractor undertakes to assign all or any part of any moneys due or to become due under the Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any of such moneys shall be subject to the prior liens or claims of all persons for services rendered or materials supplied for the performance of all work embraced by the Contract.

26. TERMINATION OF CONTRACT BY DEPARTMENT

A default in any contract with Miami-Dade County shall constitute a default in this Contract, and shall allow Miami-Dade County all remedies for default. In instances of contracts where there is a pool of pre-qualified bidders, a default shall result in the Contractor's removal from the pool.

If the Contractor fails to begin the work under the Contract within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to insure the prompt completion of the work, or performs the work unsatisfactorily, or neglects or refuses to remove materials or to perform anew such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Engineer may give notice in writing to the Contractor and to his surety of such delay, neglect or default, specifying the conditions pertaining thereto and directing the Contractor to correct same. If the Contractor shall not correct such conditions within a period of five days after receipt of such notice, the Director of the Miami-Dade Water and Sewer Department shall, upon written certificate from the Engineer reciting the facts of such delay, neglect or default and the failure of the Contractor to comply with the directions given in such notice, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all materials or

equipment on the ground as may be suitable and acceptable, to enter into an agreement with another Contractor for the completion of the Project, or to use such other methods as, in the opinion of the Director of the Miami-Dade Water and Sewer Department, shall be required for the completion of the Project in an acceptable manner. All costs and charges incurred by the County, together with all costs of completing the work under Contract, shall be deducted from any moneys due or which may become due to the Contractor. In the event that the expense so incurred by the County shall be less than the sum which would have been payable under the Contract if the work had been completed by the Contractor, the Contractor shall be entitled to receive the difference; in case such expense shall exceed the sum which would have been payable under the Contract, the Contractor and the surety shall be liable and shall pay to the County the amount of such excess.

27. SCOPE OF PAYMENT

The Contractor shall receive and accept the compensation as herein provided in full payment for furnishing all materials, labor, tools and equipment, and for performing all work required to complete the Project under the Contract, and also in full payment for all loss or damage arising from the nature of the work or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until its final acceptance by the County.

Only net quantities of finished work will be measured and paid for. This shall apply to both unit price and aggregate sum items.

For each of the Items included and for which a unit price is stated in the Proposal, the total amount to be paid therefor by the County at such unit price shall be the measured amount of such Item incorporated in the completed Project by the Contractor and acceptable to the Engineer.

For each of the Items included and for which an aggregate sum price is stated in the Proposal, the aggregate amount to be paid therefor by the County for said Item will be made in accordance with the cost breakdown previously submitted to, and satisfactory to, the Engineer as required in Section 9 "Information and Drawings to be Furnished by the Contractor". Only those elements of the cost breakdown for the Item completed and incorporated in the completed Project by the Contractor and acceptable to the Engineer will be paid for. Canceled or incomplete elements of the cost breakdown of an aggregate sum item will be paid for as specified in Section 16 "Termination for Convenience and Canceled Items".

The unit and aggregate sum prices stated in the Proposal shall include all costs and expenses for mobilization, supervision, labor, fringe benefits including all insurances, union dues, pension plans, etc., equipment, materials, commissions, transportation charges and expenses, permit fees and licenses, patent fees and royalties, bond fees, removing crossing or other obstructions, protecting or maintaining pipes, drains, culverts, railroad tracks, buildings, bridges or other structures, furnishing temporary crossings or bridges, furnishing all stakes, batter boards and templets, common labor for staking out grades and lines and ordinary labor for handling materials during inspection, replacing any property disturbed, together with any and all other costs and expenses for performing and completing the work as specified, including full compensation for overhead, profit and home office expense. Failure by the Contractor to properly state a price shall not entitle the Contractor to later modify that price.

It is mutually agreed that, due to latent field conditions which cannot be foreseen at the time of advertising for bids, adjustment of Plans to such field conditions will be necessary during construction, and therefore such changes in the Plans shall be recognized as constituting a normal and expected margin of adjustment, not unusual and not involving nor permitting any change or modification of unit prices, provided only that resulting overruns or underruns from the quantities stated in the Proposal or cost breakdown of an aggregate sum item do not exceed a reasonable percentage. Changes involving any major item in an amount not more than fifty percent of the quantities listed in the Proposal or cost breakdown shall be construed as constituting such a reasonable percentage, in which case payment will be made for the revised quantities at the unit price bid in the Proposal or stated in the cost breakdown. A major item is construed to be any item of the Contract which amounts to at least five percent of the total Contract price. Changes involving any minor item in an increased amount not more than two hundred percent of the quantities listed in the Proposal or cost breakdown shall also be construed as constituting such a reasonable percentage, in which case payment will be made for the revised quantities at the unit price bid in the Proposal or stated in the cost breakdown. A minor item is construed to be any item of the Contract which amounts to less than five percent of the total Contract price. In the event that work exceeds the fifty percent of major items or 200 percent of minor items the Department may at their option pay for the additional labor, material, or equipment as extra work as outlined in Section13, General Covenant and Conditions (a), (b), and (c).

Further, once any unit price item, either major or minor exceeds twenty (20) percent above the quantity stated in the Proposal, the Department will request that the Contractor negotiate a mutually agreeable decrease in the unit price for said item. If necessary, this may result in a negotiated stepped-price structure leading to lesser unit costs as quantities increase. If the Contractor refuses to negotiate or a mutually agreed settlement cannot be reached, the Department will perform any further immediately necessary work, or elective work to be performed for convenience (said work not being originally conceived as a part of the Project) by either:

- 1. Having the Contractor perform said work at the original prices up to the fifty and two hundred percent levels and thereafter, as extra work or:
- 2. Release said work for separate immediate quotation by other contractors or:
- 3. Perform said work with its own forces.

Whichever single or combination of methods is in the best interest of the County.

Once the Department has requested negotiations with the Contractor, any time loss while resolving the issue by one of the above specified methods will not be cause for an extension of Contract time, unless otherwise allowed

28. PARTIAL AND FINAL PAYMENT

The provisions of the Supplemental General Conditions when applicable and if in conflict with this section take precedent over the conditions of this section.

The Contractor will be paid each month ninety percent. See Specification Section 3.00.2 "Time of Completion") of the invoiced cost including applicable sales taxes and shipping value of the work completed during the preceding month and ninety-five percent of the value of materials not already used, but which have been furnished by the Contractor under the Specifications, provided that such materials have been delivered, properly stored and inspected

by the Engineer and that payment therefor has been satisfactorily certified by the Contractor to the Engineer.

The Contractor may request, in writing, the value of labor, equipment and or materials, supplied by subcontractors, vendors or manufacturers to the Contractor, that the County pay this portion of his monthly progress payment as a joint check, payable to the Contractor and such Subcontractors, Vendors or manufacturers. Such request must be made monthly, and shall accompany the Contractor's monthly estimate for labor, equipment and/or materials furnished. Direct payment by the County, by joint check to the Contractor's Subcontractors or material and equipment Vendors or Suppliers or any other second party, must be agreeable to and so stated in writing by the Contractor's Surety.

For the purposes of processing contract pay estimates, the Contractor will be assigned a specific pay estimate period ending date by MDWASD which will apply to each calendar month throughout the course of the contract until the final pay estimate. The Contractor will be notified of their assigned pay estimate period ending date prior to the issuance of the Notice-To-Proceed.

Before the Contractor can receive any payment or draw hereunder, except the first partial payment, for moneys due him as a result of a percentage of the work completed, he must provide the Engineer with an affidavit and a release on the assigned pay estimate period ending date of each calendar month duly executed by each subcontractor and supplier of material or equipment for any work performed for the Project through the assigned pay estimate period ending date of the previous month. The affidavit and release shall state that all labor, material, equipment and supplies have been paid in full through the assigned pay estimate period ending date to the 25th day of the previous month. The affidavit and release shall also state that the subcontractor or supplier has been paid their full proportionate share of all draws including the last or previous draw for work performed or materials supplied for the Project through the assigned pay estimate period ending date of the previous month. In addition, the Contractor must provide the Engineer with a duly executed Certification of Contractor stating that all subcontractors and suppliers of material and equipment have been paid in full for work performed or materials supplied for the pay estimate period of the previous month. This does not apply to the first draw. The failure of the Contractor to provide the foregoing Certification of Contractor and an affidavit and release from each subcontractor and supplier shall result in the County withholding the current estimate until the Certification of Contractor and affidavit and release is provided or a Consent of Surety is provided to the Department in an approved form for the amount in dispute. If the Contractor fails to provide the required Certification of Contractor and affidavit and release(s) on the assigned pay estimate period ending date of the calendar month as specified after having been paid by the County by the 15th day of the following month, his next and subsequent dates of payment shall be revised to the 25th day of the month for all future estimates so that the presentation of the releases occur on the same date as the payment.

If applicable, the County will notify the Contractor and surety by certified letter informing them of the Contractor's non-compliance with the Contract Documents.

As a prerequisite for the acceptance of monthly payment applications the Contractor shall submit redlines, partially completed as-built plan sheets and fully complete as-built plan sheets, all as required by and satisfactory to, the Engineer. The Contractor shall prepare in accordance

with the terms of these Covenants and Conditions, and update through the pay estimate period ending date the current progress schedule and submit six complete print copies and two complete electronic copies to the Engineer for review and support for the requested progress payment. Such schedules shall show the progress of the work to date and schedule to completion of the project: in the event that the Contractor contends that completion will occur after the date specified in the Contract, the Contractor shall submit a schedule showing his expected completion date and also, if requested by the County, submit a schedule demonstrating how the work could be completed by the original contract completion date. In the event of submittal by the Contractor of a schedule showing completion occurring after the date specified in the County may accept such schedule as fulfilling the requirement needed for monthly payment: however, such payment or acceptance shall not constitute adoption of such schedule or a modification of the Contract time, nor shall such payment or acceptance preclude the County from exercising any right granted it herein in the event that the Contractor does not finish the work within the Contract time.

For the purpose of preparing a monthly estimate, the Contractor jointly with the Inspector shall prepare the estimate and the Department will produce a computer print out to be signed by the Contractor. The Contractor shall provide the Inspector at the time of preparing the monthly estimate on the Department's form a list of subcontractors and vendors who have performed services or supplied materials or equipment during the period for which the estimate is being prepared. The Contractor and the Inspector shall, as a part of the preparation of the estimate, agree and sign off on the Contractor's list of required releases. The Engineer will evaluate the estimate of the value of all work done and materials furnished up through the pay estimate period ending date of each calendar month and will deduct therefrom ten percent, all liquidated damages assessed during that month in accordance with Section 11 herein, if any, and all previous payments and charges, and the balance will be paid by the County to the Contractor on or before the fifteenth day after the Contractor signs the pay estimate. The ten percent which is deducted each month is reserved by the County as partial guarantee to it of the faithful execution of the Contract by the Contractor.

When the computer printout of the estimate has been prepared, the Department will notify the Contractor that the estimate is ready for his signature. Signature of the Contractor on the computer printout of the estimate shall constitute acceptance by the Department of the Contractor's invoice for construction services performed. When the Contractor comes in to sign the estimate he must submit all required documentation, i.e., (1) two copies of the current updated Construction Progress Schedule, (2) Certified Payroll, reports for the Contractor and each Subcontractor that provided labor on the Project during that pay period (3) the Monthly Utilization and Monthly Employment Data Reports and (4) a Contractor's Invoice in the format provided by MDWASD and all required documentation. Additionally, the affidavit and all releases for the previous estimate shall be submitted in acceptable form. When a complete package of all required submittals has been turned in, the Contractor will be allowed to sign the estimate and the estimate will be processed for payment.

The retainage shall be 10% for the contract. The 10% retainage will be reduced to 5% at the point where 50% of the value of the Contract is reached. At the 50% point by value, the Contractor may request half of the 10% retained up to that point.

As a consideration for such payment, the County shall have the right to enter upon and put into proper service, any or all parts of the work which may be in condition for use. No claim or charge is to be made by the Contractor for such use, nor is such use to be construed as an acceptance by the County of any part of the work so used, however, the one year warranty

period shall commence from the date the individual equipment is put into full productive service and MDWASD determines that all of the work has been completed.

As soon as the Engineer is notified of the completion of the work and can assure himself by tests, inspection or otherwise, that all of the provisions of the Contract have been carried out to his satisfaction, he will make a final estimate of the value of all work done and will deduct therefrom all previous payments which have been made. The amount of the estimate, less any charges or damages herein provided for, and the reduction of any unused or unauthorized Contingency account funds remaining, will be paid.

When the computer printout of the final estimate has been prepared, the Department will notify the Contractor in writing that the final estimate is ready for his signature. Prior to being permitted to sign the final estimate, the Contractor must provide the Engineer with the Contractor's Invoice and all required documentation, i.e., (1) original and one copy of the Certified Payroll, and (2) original and one copy of the Monthly Utilization and Employment Date Reports, (3) Certificate of Contractor for the previous estimate and a Final Certificate of Contractor, and (4) and Affidavit and Final Release from all subcontractors and suppliers. Once a complete package of duly executed documents has been submitted, and accepted by the MDWASD, the Contractor will be permitted to sign the final estimate. Should the Contractor fail to provide the Engineer with all of the required documentation cited above within thirty days from the date of written notification that the final estimate is ready for his signature, he may be held in default due to such delay. The County may withhold from payment under this contract or other claim.

Prompt Payment

The successful Bidder's attention is directed to County Ordinance 94-40, providing for expedited payments to small businesses by County agencies and the Public Health Trust; creating dispute resolution procedures for payment of County and Public Health Trust obligations; and requiring the prime Contractor to issue prompt payments, and have the same dispute resolution procedures as the County, for all small business subcontractors. Failure of the prime vendor to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the County contract or Public Health Trust contract and debarment procedures of the County.

Existing Debts to County

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

29. NOTICE AND SERVICE THEREOF

All notices, demands, requests, instructions, approvals and claims shall be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered to the office of

the Contractor specified in the Proposal (or to such other office as the Contractor may from time to time designate to the Engineer in writing), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or if delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.

All notices or other papers required to be delivered by the Contractor to the County or to any of its representatives shall, unless otherwise specified in writing to the Contractor, be delivered in the office of the Director, Miami-Dade Water and Sewer Department, Douglas Road Office Building, 3071 S.W. 38th Avenue, Miami, Florida, and any notice to or demand upon the County shall be sufficiently given if delivered to the office of said Director, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Director.

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or in the case of mailing, when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt thereof.

30. SAFETY STANDARDS

The Contractor shall comply in every respect with all Federal, State and local safety and health regulations. Copies of the Federal Regulations may be obtained from the U.S. Department of Labor, Occupational Safety and Health Administration, 299 E. Broward Boulevard, Room 302, Fort Lauderdale, Florida 33301.

When the Contract involves work on a plant, pump station or other process site the Contractor shall comply with the Department's Process Safety Management Plan and instruct his personnel as required by that plan.

31. LABOR STANDARDS

Section 446.101, Florida Statutes, as amended, which is hereby by reference incorporated herein, provided labor standards for ratios of apprentices or trainees to journeymen on State, County or municipal contracts. It shall be the responsibility of the Contractor, prior to the opening of bids, to inform himself of the provisions of Section 446.101, Florida Statutes, as amended, which are, or may become, applicable to the Contract, and he shall abide by these provisions at no cost to the County. The Contractor is advised to direct all inquiries concerning Section 446.101, Florida Statutes, as amended.

32. COUNTY NOT LIABLE FOR LATE DELIVERY OF MATERIALS

If it is specifically stated in the Specifications that the Department will furnish materials or equipment to the Contractor for incorporation into the work for which this Contract pertains, the County shall not be liable for any expenses, losses, damages, claims or demands including but not limited to, all direct costs of Contractor such as labor, material, job overhead, and profit markup but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruptions, extended direct overhead or general overhead, acceleration, material or other escalation which includes wages, and other impact cost, or inflationary factors, arising out of any late delivery of such materials or equipment caused by any force Majeure. Compliance with delivery schedules by the Department shall be excused when delays are caused by force Majeure, and, if the delay causes the Contractor to exceed the

Contract time stipulated for the final completion of the Project, a non-compensable time extension in the Contract time. An extension in this Contract time will be allowed equal to the length of the delay.

The term "force Majeure" as used herein shall mean Acts of God, strikes, lockouts, any late delivery of the Owner's supplied material and equipment due to transportation delays beyond Department's control, or other industrial disturbances; acts of public enemy, blockades, wars, insurrections, or riots; epidemics, landslides, earthquakes, fire, storms, floods, or washouts; arrests, title disputes, or other litigation; governmental restraints, either Federal or County, civil or military; civil disturbances; explosions; inability to obtain necessary materials or equipment, supplies, labor, or permits whether due to existing or future rules, regulations, orders, laws, or proclamations, either Federal, State or County, civil or military, or otherwise; and other causes beyond the control of the Department or County, whether or not specifically enumerated herein.

33. ALLOWANCE ACCOUNT ITEMS IN THE PROPOSAL

Allowance account Items in the amounts indicated on the Proposal and as described in these Documents have been established for certain types of work. The Contractor shall perform such work only upon receipt of written Work Orders from the Engineer.

All provisions of Section 13 of the General Covenants and Conditions for Extra Work will prevail, but if the Work Order(s) requires that all or any part of the work be done on a Lump Sum Basis, and unless the Engineer directs otherwise, the Contractor shall solicit not less than three subcontracts or materials bids on work normally done by specialty subcontractors and/or materials vendors. Work shall proceed only upon written approval by the Engineer of the Lump Sum amount agreed upon with the Contractor.

All work shall be done in accordance with all the provisions and requirements of Section 13 Extra Work and Payment Therefore, of the General Conditions that shall govern the conduct and payment for this work.

Should the aggregate of charges for all approved Work Orders under the Allowance Account be less than the amount of the Allowance Account Item, the final Contract price will be decreased by the amount of the difference No work shall be performed that would cause total charges under an Allowance Account Item to exceed the authorized amount.

34. FAMILY LEAVE POLICY

The award of this Contract is conditioned on compliance with Ordinance 142-91 of the code of Miami-Dade County, Florida, effective March 15, 1992, Resolution 1499-91 as amended by Resolution 183-00 for Contracts that exceed ten thousand dollars (\$10,000).

All bidders with at least fifty employees for each working day during each of twenty or more work weeks in the current or preceding calendar years submitting proposals in conjunction with this solicitation are hereby advised that award of this Contract is conditioned on certification that their firm has a family leave policy in conformance with the following:

Such policies must provide the employee with the following provisions:

An employee who has worked for the same employer for at least one year shall be entitled to ninety days of family leave during any twenty four month period, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition.

A Family Leave Policy must entitle employees to take leave without risk of termination of employment or retaliation by employers.

The obligation to provide family leave to their employees shall be a contractual obligation. Resolution 183-00 provides that failure to comply with these requirements may result in debarment.

35. DRUG FREE WORKPLACE REQUIREMENT

The award of this Contract must comply with Ordinance 92-15 amending Section 2-8.1 of the code of Metropolitan Dade County, Florida effective, March 17, 1992, as amended by Ordinance 00-30, which requires bidders to have a drug free workplace when a Contract exceeds ten thousand dollars (\$10,000).

All bidders submitting proposals in conjunction with this solicitation are advised that award of this Contract is conditioned on the firm advising each employee in writing of the following:

- 1. Dangers of drug abuse in the workplace.
- 2. The firm's policy of maintaining a drug-free environment at all workplaces.
- 3. Availability of drug counseling, rehabilitation and employee assistance programs.
- 4. Penalties that may be imposed upon employees for drug abuse violations.

The firm shall also require an employee to sign a statement, as a condition of employment, that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Any contract or transaction in violation of this Ordinance is voidable, and any person who willfully or knowingly supplies false information can be punished by a fine of up to five hundred dollars (\$500.00) or may be considered to be in default of this Contract, or both and under the provisions of Ordinance 00-30, may be debarred.

36. BIDDER DISCLOSURE REQUIREMENT

The award of this Contract must comply with Ordinance 90-133 amending Section 2-8.1 of the Code of Metropolitan Dade County, Florida, effective December 14, 1990, which requires to disclose additional information when a Contract exceeds ten thousand dollars (\$10,000).

Except for publicly traded corporations and governmental agencies, all bidders submitting proposals in conjunction with this solicitation are advised that award of this Contract will be contingent upon receipt of the following disclosure information:

- A. whether the entity has a collective bargaining agreement with its employees,
- B. the schedule of wage rates (including overtime) and benefits to be paid employees performing work under such contract or transaction,
- C. the health care benefits to be paid to employees performing work under such contract or transaction
- D. and a current breakdown of the entity's work force as to race, national origin and gender.

The successful low bid Bidder will be required to submit this information within fifteen calendar days following written notification of intent to award. Failure to submit this sworn statement within the specified time frame will result in the proposal being rejected and award made to the next low bidder.

It should be noted that any Contract or transaction in violation of this Ordinance is voidable, and any person who willfully fails to disclose the required information or knowingly discloses false information can be punished by a fine of up to five hundred dollars (\$500.00) or by imprisonment in the County jail for up to sixty days, or both.

37. BIDDER'S AFFIDAVIT

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

38. QUARTERLY REPORTS

The successful Bidder's attention is directed to County Resolution No. 113-94 and Resolution No. 1634-93. Pursuant to the Resolutions, the Contractor is required to file with the Miami-Dade Water and Sewer Department, Douglas Road Office Building, 3071 S.W. 38th Avenue, Miami, Florida 33146, to the Compliance Section, quarterly reports due on or before the "**last day**" of the months of April, July, October and January, reporting the amount of Contract monies received from the County on this and all other County Projects and monies received on private sector work.

The Form of Quarterly Report to be submitted, is appended hereto.

39. INDEPENDENT PRIVATE-SECTOR INSPECTOR GENERAL

The County shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Contractor and County in connection with this Contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process including but not limited to project design, establishment of bid specifications, bid

submittals, activities of Contractor, its officers, agents and employees, lobbyists, county staff and elected officials.

Upon (10) ten days written notice to Contractor from an IPSIG, the Contractor shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Contractor's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and Contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Contractor, its officers, agents and employees. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by Contractor in connection with the performance of the Contract.

Nothing in this Contract shall impair any independent right of the County to conduct audit or investigate activities. The provisions of this section are not intended nor shall they be construed to impose any liability on the County by Contractor or third parties.

40. OFFICE OF THE MIAMI-DADE COUNTY INSPECTOR GENERAL

The attention of the successful respondent (Contractor or Consultant) to this Solicitation, herein referred to as the Contractor, is hereby directed to the requirements of MDC Code Section 2-1076; in that the Office of the **MIAMI-DADE COUNTY INSPECTOR GENERAL (IG)** shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Contractor from IG, the Contractor shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said Contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this Contract will be assessed one quarter of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated elsewhere in the Contract Documents, this Contract is federally or state funded where federal or

state law or regulations preclude such a charge. The Contractor shall in stating its agreed prices be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general **(IPSIG)** who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud.

The IG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant of MDC Code Section 2-8.1.

The provisions in this section shall apply to the Contractor, its officers, agents and employees. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this Contract.

Nothing in this Contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of the section are neither intended nor shall they be construed to impose any liability on the County by the Contractor or third parties.

41. AUDIT RIGHTS AND REVIEW OF RECORDS

The Contractor shall, during the term of this Contract and for a period of five years thereafter, allow the County and its duly authorized representatives to inspect all payroll records, invoices for materials, books of account, project correspondences, and project related files and all relevant records pertinent to the Contract. The County retains the right to audit accounts and to access all files, correspondences and documents in reference to all work performed under this Contract. The County and its authorized representatives shall be provided full access upon request to all documents, including those in the possession of subcontractors or consultants or suppliers during the work and for a period of five years thereafter. In the case of any litigation regarding the work or the Contract, such audit rights shall extend until final settlement of all claims at issue in such litigation. Failure to allow the County or its representatives access shall be deemed a waiver of the Contractor's claims.

42. SUBSTANTIAL COMPLETION AND PUNCH LIST

Upon attainment of Substantial Completion as defined in the Instruction to Bidders, the Contractor shall submit, in writing, a request for substantial completion verification from the Engineer, If the Engineer verifies Substantial Completion for the Project, the Contractor and Construction Manager shall schedule a meeting in which they will, together, identify all outstanding items required to complete the Project in its entirety. Should a good-faith dispute exist concerning the inclusion or extent of an item required by the MD-WASD, the Contractor shall immediately proceed to perform the work of the item as instructed, but the procedures specified for disputed items in Section 4 "Authority of the Engineer" shall apply.

The items identified to be completed shall constitute the Punch List. The Construction

Manager and the Contractor shall have seven calendar days from the date of substantial completion to create the Punch List. When the Contractor successfully completes all identified items to the satisfaction of the Engineer in accordance with the Contract Documents, the Contractor may submit a payment request for all remaining retainage withheld for the Project.

Should the Contractor not successfully complete any items contained in the Punch List or if a good-faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract, the Construction Manager may elect to continue to withhold an amount not to exceed 150 percent of the total costs to complete such items and release the remaining retainage.

43. STANDARD WORK HOURS AND CONSTRUCTION MANAGEMENT OVERTIME

Standard Work Hours

Standard Work Hours shall allow for up to a 10 hour work day starting at 7AM or as otherwise approved, Monday thru Friday. The Contractor shall coordinate his daily schedule with the Construction Manager at the Pre-Construction Meeting to have inspectors at the project site during the work. The standard work day shall be up to 10 hours of work with 1 hour for lunch. Modifications to the standard construction schedule shall be coordinated with the Construction Manager at least one week in advance. Optional work beyond the standard 10 hour work day or work on Saturdays, Sundays or Holidays shall be done with the approval of the Construction Manager and with a preapproved overtime compensation of the WASD Inspector charged to the Contractor. Set-up and demobilization work that do not require inspection may be performed outside of the standard 10 hour work day.

WASD Inspections Outside Of Normal Work Hours

In the event that the Contractor elects to work beyond the standard 10-hour work day to include Saturdays, Sundays or Holidays, the Contractor shall be responsible for WASD inspector overtime cost. The Cost of the WASD Inspector shall be \$90.00 per hour. The Contractor shall be billed for the overtime cost. Any WASD Inspection Cost outstanding at the completion of the project shall be deducted from the final retainage.

Work outside of the Standard Work Hours that are required for one of the reasons provided below do not require reimbursement of WASD inspector overtime cost.

- 1. Night work, special working hours or other off-peak hour work required due to permit conditions.
- 2. Special working hours required for WASD operational needs (work required at low flow times, connections to existing mains at low flow times, shutdowns, etc.).
- 3. Cleaning and testing work required to be done at night.
- 4. Roadway Work that is required during off-peak hours due to traffic control requirements.
- 5. Microtunnel or directional drill operations.
- 6. Emergency projects.
- 7. Work on homeowner services.
- 8. Additional work ordered by the Engineer.
- 9. Work within a school zone.

10. Any other special condition approved by the Engineer.

The Contractor shall include in his bid price any WASD inspector overtime cost that he will required to facilitate his construction work. Acceleration of work ordered by the Department or needed by the Contractor due to his delay or his inability to complete the work within the required Construction Time shall not be justification to waive the WASD inspector overtime cost. Coordinate with the Construction Manager to schedule any WASD inspectors for overtime at least one week in advance.

44. ASBESTOS

Remediation Work

The abatement of asbestos containing material shall be performed by a Florida Licensed Asbestos Contractor. The asbestos abatement contractor provide proof of license, employee worker certificates (medical, fit-test, training), site work action plan, company safety and respiratory protection plan, and an approved copy of the EPA- NESHAP Demolition and Renovation Notification Form prior to the Notice To Proceed.

Prohibition on Asbestos Containing Materials

The Department will not accept any materials that contain asbestos. It shall be the Contractor's responsibility to verify that materials furnished to the Department contain no asbestos minerals. Any materials found to have asbestos and installed by the Contractor shall be removed at his expense. Some construction materials that may be currently sold on the market by various manufacturer's contain asbestos materials are drywall/joint compound, plaster, texture coats, vinyl floor tiles, adhesives, roofing tars, felt, shingles, acoustic ceilings, fireproofing, caulk, specialty gaskets, fire doors, insulation, particle filters, HVAC ducts, drilling fluid additives, and insulation boards.

The Contractor is hereby alerted to the fact that some of these above listed materials manufactured abroad may contain asbestos containing minerals from the serpentine or amphibole group. The asbestos containing minerals to be avoided are as follows:

Asbestos Type	CAS #	Formula
Chrysotile	12001-29-5	Mg3(Si2O5)(OH)4
Amosite	12172-73-5	Fe7Si8O22(OH)2
Crocidolite	12001-28-4	Na2Fe ² +3Fe ³ +2Si8O22(OH)2
Tremolite	77536-68-6	Ca2Mg5Si8O22(OH)2
Actinolite	77536-66-4	Ca2(Mg,Fe)5(Si8O22)(OH)2
Anthophyllite	77536-67-5	(Mg, Fe)7Si8O22(OH)2
Richterite	17068-76-7	Na(Ca,Na)(Mg, Fe++)5(Si8O22)(OH)2
Winchite		(Ca,Na)Mg4(Al,Fe ³ +)(Si8O22)(OH)2

The Contractor shall check the label of every product submitted. Shop drawing approval shall not absolve the Contractor of the responsibility of submitting asbestos free materials.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(305) 375-5773 ISD-VSS@MIAMIDADE.GOV 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128

A Contractor who fails to provide the public records within a reasonable time may be subject to penalties under Chapter 119.10, Florida Statutes.

46. ASPIRATIONAL POLICY REGARDING DIVERSITY

Pursuant to Resolution No. R-1106-15 Miami-Dade County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

APPENDIX "H"

MIAMI-DADE WATER AND SEWER DEPARTMENT SAFETY UNIT

CONSTRUCTION SAFETY AND HEALTH POLICY

(4 Pages)

Miami-Dade Water and Sewer Department Safety Unit CONSTRUCTION SAFETY and HEALTH POLICY

The Construction Safety and Health standards contained in this Contract are to aid Contractors in their efforts toward achieving compliance with the Occupational Safety and Health Administration (OSHA) Code of Federal Regulations (CFR) and other regulatory programs in the workplace. The Contract does not contain all OSHA and other regulatory safety and health programs, those indicated are (1) standards or procedures most frequently overlooked and\or (2) procedures as they pertain to hazardous situations.

It is the policy of Miami-Dade County to improve the effectiveness of public service by providing a safe and healthful work place for County and contractual employees, providing for the safety and health of the public, and preserving County resources, through the establishment and implementation of the Miami-Dade Safety and Loss Prevention Program (Administrative Order No. 7-14). A copy of Administrative Order No. 7-14 will be available and provided at the preconstruction meeting.

Miami-Dade County has adopted the Occupational Safety and Health Act. Contractors must comply with standards in 29 CFR 1910 and 1926. 29 CFR 1926, Subpart C, "General Safety and Health Provisions" and other specific sections of these standards include the responsibilities for each Contractor to initiate and maintain safety and health programs, provide for a competent person to conduct frequent and regular inspections, instruct each employee to recognize and avoid unsafe conditions and know what regulations are applicable to the work environment (site). OSHA also uses Special Emphasis Programs (SEPs), Local Emphasis Programs (LEPs), and National Emphasis Programs (NEPs) to find ways to help control accidents, injuries, and illnesses in construction sites where employee and public exposure to unusual physical and health risks exist.

A Contractor's project safety manual must be submitted for review and accepted by the Miami-Dade Water and Sewer Department Safety Unit prior to receiving "Notice to Proceed." The project safety manual must include but not be limited to, all OSHA and all other Federal, State and Local regulatory programs as they pertain to the construction project. The project safety manual must be available and accessible at the construction site.

The Miami-Dade County Water and Sewer Department Safety Unit adheres to and enforces Administrative Order No. 7-14, inclusive of all regulatory programs. It is the responsibility of the Contractor to comply with and enforce all applicable safety regulations. The Contractor shall comply with, but not be limited to, the OSHA Code of Federal Regulations and all other regulatory programs as they pertain to the construction project.

Excavation\Trenching (CFR 1926 Subpart P) any man made cut, cavity, trench, or depression in an earth surface, formed by earth removal. Ensure each employee protection from potential hazards around or within an excavation or trench. Contractor must adhere to the State of Florida Trench Safety Act (*Title XXXIII, Regulation of Trade, Commerce, Investments and Solicitation, Chapter 553, Building Construction Standards, Part III, (ss 553.60 through 553.64)*). The Trench Safety Act (TSA) has been incorporated in to a State standard, derived from the OSHA excavation safety standard CFR 1926.650 Subpart P. The TSA states on all contracts for trench excavation in which such excavation will exceed a depth of 5 feet (ss. 553.63-Trench excavations in excess of 5 feet deep; required information.):

- 1 The contract bid submitted by the Contractor who will perform such excavation shall include:
 - (a) A reference to the trench safety standards that will be in effect during the period of construction of the project.
 - (b) Written assurance by the Contractor performing the trench excavation that such Contractor will comply with the applicable trench safety standards.
 - (c) A separate item identifying the cost of compliance with the applicable trench safety standards.
- 2 A Contractor performing trench excavation shall:
 - (a) As a minimum, comply with the excavation safety standards which are applicable to a project.
 - (b) Adhere to any special shoring requirements, if any, of the state or other political subdivisions which may be applicable to such a project.
 - (c) If any geotechnical information from the owner, the contractor, or otherwise, the contractor performing trench excavation shall consider this information in the contractor's design of the trench safety system which it will employ on the project. This paragraph shall not require the owner to obtain geotechnical information.
- Specific excavation requirements (CFR 1926.651(b)(1)) states that the estimated location of utility installations such as sewer, telephone, fuel, electric, water lines, or any other underground installations that reasonably maybe expected to be encountered during excavation work shall be determined prior to opening an excavation. Contractor shall contact utility companies to establish the location of utility underground installations within 24 hours (unless a longer period is required), or cannot establish the exact location of these installations, the work may proceed, and does so with caution, or detection equipment, or other acceptable means to locate utility installations are used (CFR 1926.651(b)(2)). When excavation operations approach the estimated location of underground installations, the exact location of the installations shall be determined by safe and acceptable means. While the excavation is open, underground installations shall be protected, supported, or removed, as necessary, to safeguard workers (CFR 1926.651(b)(3),(4)). Each employee shall be protected from cave-ins by an adequate protective system designed in accordance with paragraph (b) or (c) of this section. Excavations shall be protected from cave-ins by an adequate protective system except when:
 - Excavations are made entirely in stable rock; or trench less than 5 feet (1.5 meters) in depth and examination of the ground by a competent person provides no indication of a potential cave-in (CFR 1926.652(a)(1)(i) and (ii)).
 - Protective system shall have the capacity to resist, without failure, all loads that are intended or could reasonably be expected to be applied or transmitted to the system.
 Employees within the trench shall be protected from materials and equipment which could pose a hazard by falling or rolling into the trench. Materials and equipment shall be placed at least 2 feet from the edge of the trench or by the use of retaining devices that are sufficient to prevent materials or equipment from falling or rolling in excavations or a combination of both if necessary (CFR 1926.651(j)(2)).

A ladder is a safe means of egress which shall be located in trench excavations that are 4 feet or greater in depth so as to require no more than 25 feet of lateral travel for employees (CFR 1926.651(c)(2)).

Means of exit within the trench must be free of all obstructions, this would allow the employee immediate use in case of fire or emergency (CFR 1926.34(c)).

- Movement of Motor Traffic (M.O.T.)...reference the Department of Transportation's Manual on Uniform Traffic Control Devices, Part 6...to provide for reasonably safe and efficient movement of road users through or around temporary traffic control zones (work area) while reasonably protecting workers, responders to traffic incidents, and equipment. This only applies if the Contractor is working in an area where there is movement of traffic. Workers exposed to public vehicular traffic greater than 25 m.p.h. shall be provided with, and shall wear orange warning vest with yellow reflective stripes on front and back (Class II or III) or other suitable garments marked with or made of reflectorized or high visibility material (CFR 1926.651(d)). Flaggers, signaling by flaggers and the garments worn shall follow the OSHA rules incorporated by reference in the Department of Transportation's Manual.
- Crane Safety (CFR 1926 Subpart N; 1926.550). If a crane is to be used at anytime during this project a crane program must be submitted prior to the beginning of construction. The Crane Safety program is a Miami-Dade Code Enforcement Ordinance. The Crane Ordinance (Chapter 8E-Cranes and Hoisting Equipment of the Code of Miami-Dade County) is enforceable by the Miami-Dade Code Enforcement Unit. Accessible areas within the swing radius of the rear of the rotating superstructure of the crane, either permanently or temporarily mounted, must be barricaded in such a manner as to prevent an employee from being struck or crushed by the crane. A copy of the Cranes and Hoisting Equipment Ordinance will be available and provided at the preconstruction meeting.
- Fall Protection (CFR 1926 Subpart M) employers are required to assess the workplace to determine if the walking/working surface on which employees are to work have the strength and structural integrity to safely support workers.
- Electrical Protection (CFR 1926 Subpart K) addresses electrical safety requirements that are necessary for the practical safeguarding of employees involved in construction work and control of hazardous energy and all electrical hazards.
- Hazard Communication (CFR 1926 Subpart D; 1926.59) employers shall develop, implement, and maintain at the workplace a written hazard communication program for their workplaces. Employers must inform their employees of the availability of the program, including the required list(s) of hazardous chemicals, and material safety data sheets required.
- General Safety and Health Provisions (CFR 1926 Subpart E; 1926.28(a) and 1926.95(a) through (c)) the employer is responsible for requiring the wearing of appropriate personal protection equipment in all operations where there is a an exposure to hazardous conditions or where the need is indicated for using such equipment to reduce the hazard to the employee. Employees working over or near a body water, shall be provided with U. S. Coast Guard approved life jackets or buoyant work vests. Head Protection (CFR 1926.100) Head protective equipment (hard hat) shall be worn in areas where there is a possible danger of head injuries from impact, flying or falling objects or electrical shock and burns.
- Portable Ladders (CFR 1926 Subpart G; 1926.200(h); Subpart X; 1926.1053) portable ladders with structural defects, such as broken or missing rungs, cleats or steps, broken or split rails, or otherwise corroded, faulty, or defective components must be either immediately marked as defective or tagged with "Do Not Use" or similar language and removed from service until repaired.
- Occupational Noise Exposure Standard (CFR 1910 Subpart G; 1910.95(I)(1)) the employer shall make available to affected employees or their representatives a copy of

this standard and shall also post a copy in the workplace\site. Hearing Protection **(CFR 1926.52)** feasible hearing controls shall be utilized to protect employees against sound levels that exceed the values in the table.

- Signs, Signals, and Barricades (CFR 1926 Subpart G; 1926.202; Subpart P 1926.651) a warning system, such as barricades, hand or mechanical signals, or stop logs, must be used when mobile equipment is operated adjacent to an excavation, or when the equipment is required to approach the edge and the operator does not have a clear and direct view of the excavation. The barricades must conform to the ANSI Manual on Uniform Traffic Control Devices for Streets and Highways.
- Utility Line Markings ((CFR 1926 Subpart P; 1926. 651(b)) the estimated location of utility installations, such as sewer, telephone, fuel, electric, and water lines, or any other underground installations that reasonably maybe expected to be encountered during excavation work, must be determined prior to opening an excavation.
- Worksite Analysis... is a practical analysis of the work environment involves a variety of worksite examinations to identify existing hazards and conditions and operations in which changes might occur to create new hazards. Lack of awareness of a hazard stemming from failure to examine the worksite is a sign that safety and health policies and\or practices are ineffective. An effective active analysis, analyzes the work and worksite to anticipate and prevent harmful occurrences. A job analysis helps an individual to determine if there are hazards in the workplace. This is necessary to help identify and determine what precautions will be necessary to perform the job safely. Verifying whether employees and visitors are wearing their personal protection equipment as it relates to various tasks being performed and as required by OSHA standard (CFR1926.28 (Subpart C) and 1910.132(a) (Subpart I)). Reviewing the daily job analysis for the worksite.

The Contractor is advised and encouraged to maintain their Company's policies, procedures, and practices to protect their employees from, and allow them to recognize, job-related safety and health hazards. The purpose of the safety policy and procedures is to promote safety, safeguard the lives and physical welfare of employees and the general public.

APPENDIX "I"

MIAMI-DADE WATER AND SEWER DEPARTMENT CONTROLLER DIVISION

ELECTRONIC PAYMENT PROGRAM AUTOMATIC CLEARING HOUSE (ACH) INSTRUCTIONS AND ACH FORM

(3 Pages)

Appendix "I"

MIAMI-DADE WATER & SEWER DEPARTMENT Electronic Payment Program Automatic Clearing House (ACH) Instructions

Controller Division Contracts Oversight Section

To All Contractors,

The Miami-Dade Water & Sewer Department is implementing a new electronic program payment **Automatic Clearing House (ACH)**.

In lieu of receiving a check for goods and/or services provided to Miami-Dade Water & Sewer Department, your company's payment will be sent via electronic transfer and automatically available to your account at your financial institution. The **ACH Payment** program has proven to be an efficient and cost effective system for making payments, for increasing payment security and for eliminating the 2 to 3 day mail time. In addition, funds are available to the recipient without the need for making manual deposit. You would still invoice Miami-Dade Water & Sewer Department as usual; nevertheless, once the invoice is approved and processed for payment, an electronic E-Mail notice of the invoice(s) paid will be send to your organization detailing information such as invoice number, invoice date, Voucher ID, Gross Amount, Inspector General Fee, User Access Fee, and Paid Amount of the invoice(s) paid. Keep in mind that any banking information changes should be immediately communicated to our Accounts Payable Office in order to avoid delay payment process. The ACH Payment option runs weekly.

Benefits to your company include:

- > Eliminating check processing costs and collection costs associated with lost or misplaced checks
- There are no restrictions on the minimum dollar amount of the payments transmitted through the ACH network, or the number of invoices each vendor can receive payment for on each ACH transmittal.
- Going green paperless, electronic payments are more secure, save money and furthermore help conserve the environment by eliminating printing and mailing paper checks

The information requested on the ACH Contractor Enrollment Form is necessary to establish accurate electronic records for ACH payments, and will enable us to make timely, accurate transfers to your financial institution.

Adhering to the following instructions will assure successful implementation of your company's payments via ACH:

To receive payment electronically from Miami-Dade Water & Sewer Department, please complete the Authorization Agreement for Automatic Deposit of Miami-Dade Water and Sewer Warrants form so that we may add your organization's banking information to our financial system.

MIAMI-DADE WATER & SEWER DEPARTMENT Electronic Payment Program Automatic Clearing House (ACH) Instructions

Controller Division Contracts Oversight Section

If you have any questions about this process please contact the Miami-Dade Water & Sewer Department Accounts Payable Supervisors:

> Mercedes Ramirez: Tel. No.: 786-552-8175. Email Address: merc@miamidade.gov

> Lucille Benjamin: Tel. No.: 786-552-8179. Email Address: lbenj@miamidade.gov

Patrice Sykes: Tel. No.: 786-552-8244. Email Address: psyke@miamidade.gov

Miami-Dade Water and Sewer Department is very enthusiastic about this electronic payment program and look forward working with your organization to make this a successful program.

We appreciate your business and look forward to providing your company with this more efficient payment option.

Respectfully yours

Controller Division Contracts Oversight Section



AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSIT OF MIAMI-DADE COUNTY WARRANTS

We hereby authorize the Water and Sewer Department to initiate credit entries to our account (identified below) in the financial institution named below and authorize the financial institution to credit the same to our account.

This authority is to remain in effect until revoked by us in writing to the Water and Sewer Department. Account changes must be reported to the Water and Sewer Department thirty (30) days prior to the actual change.

Please complete the following information:

SECTION 1 (TO BE COMPLETED BY VENDOR)					
TYPE OF TRANSACTION:					
VENDOR NAME:					
FISCAL OFFICER: PHONE #:					
*EMAIL (TO SEND PAYMENT ADVICE):					
FEDERAL TAX IDENTIFICATION NUMBER:					
FISCAL OFFICER SIGNATURE/TITLE: * submission of your e-mail address authorizes miami-dade county to provide payment notifications via electronic e-mail rather than via u.s. mail.					
SECTION 2 (TO BE COMPLETED BY FINANCIAL INSTITUTION)					
DIRECT DEPOSIT TO BE MADE TO					
FINANCIAL INSTITUTION NAME:					
ADDRESS:					
PHONE #:					
ROUTING & TRANSIT NUMBER/BANK NUMBER:					
ACCOUNT # OF VENDOR:					
TYPE OF ACCOUNT: CHECKING SAVINGS					
BANK OFFICIAL SIGNATURE: DATE:					
SECTION 3 (TO BE COMPLETED BY WASD)					
DATE RECEIVED: ACH INDICATOR UPDATE:					
VENDOR NUMBER: AP SUPERVISOR APPROVAL:					
PROCESSED BY:					

ELECTRONIC PAYMENT PROGRAM AUTOMATIC CLEARING HOUSE (ACH)

APPENDIX "J"

MIAMI-DADE WATER AND SEWER DEPARTMENT DOCUMENT CONTROL SERVICES

TRANSMITTAL FORM

(1 Page)

Miami-Dade Water and Sewer Department					
PCTS #	D				
VENDOR	Company Name: Tel. #: E-mail Representative Name: Date Submitted: Signed	MDWASD DCS OFFICIAL USE ONLY			
FO	Contract Name:	MDWASD OFFICIAL USE ONLY Miami-Dade Water and Sewer Department Response:			
CONTRACT INFO	Contract Type: (check one) Design-Bid-Build (DBB) Design-Build (DB) Customer Line Relocation (CLR) Design In-House Construction (DIH	RPQ # JPA, Design-Bid-Build (JDBB) JPA, Design-Build (JDB) A/E Consultant Task	Accepted Accepted, Subject to Notations & Corrections Not Accepted, Revise as Indicated by Notations & Corrections and Resubmit		
SUBMITTAL	Consists of: Letter Drawings (% Complete) Specifications, TSP, etc. Reports, Certifications, etc. Permits Pre-Approved Product Lists Shop Drawings RFI RFP Allowance Change Order Product Samples	Purpose: For Review & Acceptance Resubmittal As Requested For MDWASD Records Only Other:	Incomplete, ResubmitOther: Date Returned PM / CM Name PM / CM Signature MDWASD OFFICIAL USE ONLY		
VENDOR SI	Other: Item Type Sets Pages/Set	Descrip	V.M		
Additional Notes / Comments:					

APPENDIX "K"

MIAMI-DADE WATER AND SEWER DEPARTMENT

> "NOTICE" DOOR HANGER - WATER

> > (1 Page)

NOTICE

Miami-Dade Water & Sewer Department

Telephone:

Please be advised that the Miami-Dade Water & Sewer Department will be:

- Turning off the water in this area for approximately ______ hours starting ______ am, ___ pm.
- Installing a pipeline in your area during the approximate dates of ______ to _____

We apologize for any inconvenience which may be caused by this necessary construction and will make every effort to confine the work to a small area. Any property which may be damaged will be restored in a timely manner.

If you have any questions, or experience any problems resulting from this work please contact the Inspector listed on the reverse side.

SEE REVERSE SIDE

SUPERVISOR

Telephone:

Utility Pipeline Engineering & Construction Division

Construction Management

786-552-8252 8:00 AM - 5:00 PM

Water & Sewer Emergency

24-Hour Call Center

305-274-9272

Thank you in advance for your patience and consideration during this period of construction.

Miami-Dade Water & Sewer

Department

APPENDIX "L"

PERMITS

- 1- Approved by: Miami-Dade Water and Sewer Department
- 2- Approved by: City of Miami Fire Department
- 3- Approved by: Department of Regulatory and Economic Resources Environmental (DRER)
- 4- Approved by: Florida Health Department (1 8); (1 3)

(27 Pages)

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NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

INSTRUCTIONS: This notice shall be completed and submitted by persons proposing to construct projects permitted under the "General Permit for Construction of Water Main Extensions for Public Water Systems" in Rule 62-555.405, F.A.C. AT LEAST 30 DAYS BEFORE BEGINNING CONSTRUCTION OF A WATER MAIN EXTENSION PROJECT, complete and submit one copy of this notice to the appropriate Department of Environmental Protection (DEP) District Office or Approved County Health Department (ACHD) along with payment of the proper permit processing fee. (When completed, Part II of this notice serves as the preliminary design report for a water main extension project, and thus, it is unnecessary to submit a separate preliminary design report or drawings, specifications, and design data with this notice.) All information provided in this notice shall be typed or printed in ink. The DEP permit processing fee for projects requiring the services of a professional engineer during design is \$500.* Some ACHDs charge a county permit processing fee in addition to the DEP permit processing fee. Checks for permit processing fees shall be made payable to the Department of Environmental Protection or the appropriate ACHD. NOTE THAT A SEPARATE NOTIFICATION AND A SEPARATE PERMIT PROCESSING FEE ARE REQUIRED FOR EACH NON-CONTIGUOUS PROJECT.[†]

* Except as noted in paragraphs 62-555.520(3)(a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more professional engineers licensed in Florida.

J. General Project Information

A. Name of Project. Proposed 12-Inch D.I. Water Main Along SW 71st Ave. From SW 8th ST To SW 4th ST (WASD ER No. WO17004)

B. Description of Project and Its Purpose: The scope of work for this project consist of: Installing 1,163 LF of 12-inch D.I.P. and 64 LF of 8-inch D.I.P. along SW 71st Ave. from SW 8th ST to SW 4th ST (WASD ER No. WO17004) to upgrade an existing 6-inch cast iron water main pipe.

AUG 2 9 2016

- C. Location of Project
 - 1. County Where Project Located: Miami-Dade

Miami Dade County-Department of Health

- 2. Description of Project Location: Township 54 S, Range 40 E from SW 8th ST to SW 4th ST, Clever Martin, Forda,
- D. Estimate of Cost to Construct Project: \$237,012.03
- E. Estimate of Dates for Starting and Completing Construction of Project. From November 2016 to February 2017

F.	Permittee			
	PWS/Company Name: Miami-Dade Water And Sewer Department	Division of the		
		PWS Identifi		
	PWS Type:* Community Non-Transient Non-Community		munity Consecutive	
	Contact Person: Victor Fernandez Cuervo, P.E.	Contact Person's Title: Cl	nief, Engineering & Design.	
	Contact Person's Mailing Address: 3575 S. Lejeune Road		the second start of the se	
	City: Miami	State: Fl	71 0 1 00110	
	Contact Person's Telephone Number: 786-268-5310		Zip Code: 33146	
	Contact reison's Telephone Number: 786-268-5310	Contact Person's Fax Nur	nber:	
	Contact Person's E-Mail Address: VICTORFC@miamidade.gov			
	* This information is required only if the permittee is a public water syste	(PWC)		
G.	Public Water System (PWS) Supplying Water to Project	<i>an (2 11 b)</i> .		
	PWS Name: Miami-Dade Water And Sewer Department	PWS Identifie	cation No :	
	PWS Type: Community Non-Transient Non-Community	Transient Non-Com	munity Consecutive	
	PWS Owner: Miami-Dade Water And Sewer Department	La anticidade a contra		
	Contact Person: Antonio J. Cotarelo, P.E.	Contact Person's Title: Deputy Director Operations		
	Contact Person's Mailing Address: 3071 SW 38th Ave		puty Director Operations	
	City: Miami	State: Fl	Zip Code: 33146	
	Contact Person's Telephone Number: 786-552-8507	Contact Person's Fax Num	Lip Couc. 55140	
- r	Contrast Descels T. M. 11 A. 11 INTRODUCE CONTRACTOR	Contact reison's rax Number.		

Contact Person's E-Mail Address: ANTONIO.COTARELO@miamidade.gov

[†] Non-contiguous projects are projects that are neither interconnected nor located nearby one another (i.e., on the same site, on adjacent streets, or in the same neighborhood).

I	Project Name: Proposed 12-Inch D.I. Water Main Along SW Permittee:	Miami-Dade Water And	Sewer Department			
H.	Public Water System (PWS) that Will Own Project After It Is Placed into P					
	PWS Name: Same As Above	PWS Identific	ation No ·*			
PWS Type:* Community Non-Transient Non-Community Transient Non-Community Consecutive						
	PWS Owner: Miami-Dade Water & Sewer Department		Conserver to			
	Contact Person: Antonio J. Cotarelo, P.E.	Contact Person's Title: I	Deputy Director Operations			
	Contact Person's Mailing Address: 3071 SW 38th Ave					
	City: Miami	State: Fl	Zip Code: 33146			
Contact Person's Telephone Number: 786-552-8507 Contact Person's Fax Number:						
	Contact Person's E-Mail Address: ANTONIO.COTARELO@miamidade.g					
	* This information is required only if the owner/operator is an existing PWS					
I.	Professional Engineer(s) or Other Person(s) in Responsible Charge of Desig	ning Project*				
	Company Name: A&P Consulting Transportation Engineers Corporation					
Designer(s): Arnelio Alfonso, P.E. Title(s) of Designer(s): Project Manager						
	Qualifications of Designer(s):					
	Professional Engineer(s):					
	Professional Engineer(s) Licensed in Piorida – License Number(s): 52566					
	Public Officer(s) Employed by State, County, Municipal, or Other Governmental Unit of State [†] Plumbing Contractor(s) Licensed in Florida – License Number(s):^					
	Mailing Address of Designer(s): 10305 N.W. 41 st Sreet, Suite 115					
	City: Miami	Odata TI				
	Telephone Number of Designer(s): 305-592-7283	State: Fl	Zip Code: 33178			
		Fax Number of Designer	(s): 305-592-1594			
	E-Mail Address(es) of Designer(s): aalfonso@apcte.com					
ļ	* Examples noted in neuronents 62 555 520/2/(a) and A) E 1 C	-7112.J. Y 7. Y				
	* Except as noted in paragraphs 62-555.520(3)(a) and (b), F.A.C., projects	snall de aesigned under ti	he responsible charge of one			

or more professional engineers licensed in Florida.

* Attach a detailed construction cost estimate showing that the cost to construct this project is \$10,000 or less.

^ Attach documentation showing that this project will be installed by the plumbing contractor(s) designing this project, documentation showing that this project involves a public water system serving a single property and fewer than 250 fixture units, and a detailed construction cost estimate showing that the cost to construct this project is \$50,000 or less.

IL Preliminary Design Report for Project*

A. Service Area, Water Use, and Service Pressure Information

1. Design Type and Number of Service Connections, and Average Daily Water Demands and Maximum-Day Water Demands, in the Entire Area to Be Served by the Water Mains Being Constructed Under this Project:

A = Type of Service Connection	B = Number of Service Connections	C = Average Daily Water Demand Per Service Connection, gpd	D = Total Average Daily Water Demand ⁴ , gpd (Columns BxC for Residential Service Connections)	E = Total Maximum- Day Water Demand ^b , gpd		
Single-Family Home			0			
Mobile Home			0			
Apartment			0			
Commercial, Institutional, or Industrial Facility*						
Total	0		0			

a. Description of Commercial, Institutional, or Industrial Facilities and Explanation of Method(s) Used to Estimate Average Daily Water Demand for These Facilities: N/A. No additional flow is being added.

b. Explanation of Peaking Factor(s) or Method(s) Used to Estimate Maximum-Day Water Demand: N/A

Project Name: Proposed 12-Inch D.I. Water Main Along SW Permittee: Miami-Dade Water And Sewer Department

 Explanation of Peaking Factor(s) or Method(s) Used to Estimate Design Peak-Hour Water Demand and, for Small Water Systems that Use Hydropneumatic Tanks or that Are Not Designed to Provide Fire Protection, Peak Instantaneous Water Demand: N/A

3. Design Fire-Flow Rate and Duration: N/A

4. Design Service Pressure Range: 60 psi

B. Project Site Information

- 1. ATTACH A SITE PLAN OR SKETCH SHOWING THE SIZE AND APPROXIMATE LOCATION OF NEW OR ALTERED WATER MAINS, SHOWING THE APPROXIMATE LOCATION OF HYDRANTS, VALVES, METERS, AND BLOW-OFFS IN SAID MAINS, AND SHOWING HOW SAID MAINS CONNECT TO THE PUBLIC WATER SYSTEM SUPPLYING WATER FOR THE PROJECT.
- Description of Any Areas Where New or Altered Water Mains Will Cross Above or Under Surface Water or Be Located in Soil that Is Known to Be Aggressive: N/A

C. Information About Compliance with Design and Construction Requirements

1. If this project is being designed to comply with the following requirements, initial in ink before the requirements. If any of the following requirements do not apply to this project or if this project includes exceptions to any of the following requirements as allowed by rule, mark "X" before the requirements and complete Part II.C.2 below. RSWW = Recommended Standards for Water Works as incorporated into Rule 62-555.330, F.A.C.

- A.A. a. This project is being designed to keep existing water mains and service lines in operation during construction or to minimize interruption of water service during construction. [RSWW 1.3.a; exceptions allowed under FAC 62-555.330]
- A. b. All pipe, pipe fittings, pipe joint packing and jointing materials, valves, fire hydrants, and meters installed under this project will conform to applicable American Water Works Association (AWWA) standards. [FAC 62-555.320(21)(b), RSWW 8.0, and AWWA standards as incorporated into FAC 62-555.330; exceptions allowed under FAC 62-555.320(21)(c)]
- A. All public water system components, excluding fire hydrants, that will be installed under this project and that will come into contact with drinking water will conform to NSF International Standard 61 as adopted in Rule 62-555.335, F.A.C., or other applicable standards, regulations, or requirements referenced in paragraph 62-555.320(3)(b), F.A.C. [FAC 62-555.320(3)(b); exceptions allowed under FAC 62-555.320(3)(d)]
- d. All pipe and pipe fittings installed under this project will contain no more than 8.0% lead, and any solder or flux used in this project will contain no more than 0.2% lead. [FAC 62-555.322]
- A. e. All pipe and pipe fittings installed under this project will be color coded or marked in accordance with subparagraph 62-555.320(21)(b)3, F.A.C., using blue as a predominant color. (Underground plastic pipe will be solid-wall blue pipe, will have a co-extruded blue external skin, or will be white or black pipe with blue stripes incorporated into, or applied to, the pipe wall; and underground metal or concrete pipe will have blue stripes applied to the pipe wall. Pipe striped during manufacturing of the pipe will have continuous stripes that run parallel to the axis of the pipe, that are located at no greater than 90-degree intervals around the pipe, and that will remain intact during and after installation of the pipe. If tape or paint is used to stripe pipe during installation of the pipe, the tape or paint will be applied in a continuous line that runs parallel to the axis of the pipe; for pipe with an internal diameter of 24 inches or greater, tape or paint will be applied in continuous lines along each side of the pipe as well as along the top of the pipe. Aboveground pipe will be painted blue or will be color coded or marked like underground pipe.) (FAC 62-555.320(21)(b)3)
 - f. All new or altered water mains included in this project are sized after a hydraulic analysis based on flow demands and pressure requirements. ATTACH A HYDRAULIC ANALYSIS JUSTIFYING THE SIZE OF ANY NEW OR ALTERED WATER MAINS WITH AN INSIDE DIAMETER OF LESS THAN THREE INCHES. [FAC 62-555.320(21)(b) and RSWW 8.1]

		EXTENSIONS FOR PWSs
Project Name:	Proj	bosed 12-Inch D.I. Water Main Along SW Permittee: Miami-Dade Water And Sewer Department
<u>A.A</u> ,	g	The inside diameter of new or altered water mains that are included in this project and that are being designed to provide fire protection and serve fire hydrants will be at least six inches. [FAC 62-555.320(21)(b) and RSWW 8.1.2]
<u>A.A</u> .	h	New or altered water mains that are included in this project and that are not being designed to carry fire flows
<u>A.A</u> .	i.	do <u>not</u> have fire hydrants connected to them. [FAC 62-555.320(21)(b) and RSWW 8.1.5] This project is being designed to minimize dead-end water mains by making appropriate tie-ins where
<u>A.A</u> .	j.	practical. [FAC 62-555.320(21)(b) and RSWW 8.1.6.a] New or altered dead-end water mains included in this project will be provided with a fire or flushing hydrant
A.A.	k.	or blow-off for flushing purposes. [FAC 62-555.320(21)(b) and RSWW 8.1.6.b]
A.A.	1.	and sanitary hazards will be minimized during repairs. [FAC 62-555.320(21)(b) and RSWW 8.2]
		will include an auxiliary valve. [FAC 62-555.320(21)(b) and RSWW 8.3.3]
<u>A.A</u> .	m	All fire hydrants that will be installed under this project and that will have unplugged, underground drains will be located at least three feet from any existing or proposed storm sewer, stormwater force main, pipeline conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C., or vacuum-type sanitary sewer; at least six feet from any existing or proposed gravity- or pressure-type sanitary sewer, wastewater force main, or pipeline conveying reclaimed water <u>not</u> regulated under Part III of Chapter 62-10, F.A.C.; and at least ten
<u>A.A</u> .	n.	feet from any existing or proposed "on-site sewage treatment and disposal system." [FAC 62-555.314(4)] At high points where air can accumulate in new or altered water mains included in this project, provisions will be made to remove the air by means of air relief valves, and automatic air relief valves will <u>not</u> be used in situations where floading of the unloss of air relief valves.
<u>_X</u> _	0.	situations where flooding of the valve manhole or chamber may occur. [FAC 62-555.320(21)(b) and RSWW 8.4.1] The open end of the air relief pipe from all automatic air relief valves installed under this project will be extended to at least one foot above grade and will be provided with a screened, downward-facing elbow. [FAC
<u>A.A</u> .	р.	62-555.320(21)(b) and <i>RSWW</i> 8.4.2] New or altered chambers, pits, or manholes that contain valves, blow-offs, meters, or other such water distribution system appurtenances and that are included in this project will <u>not</u> be connected directly to any sanitary or storm sewer, and blow-offs or air relief valves installed under this project will <u>not</u> be connected directly to any sanitary or storm sewer. [FAC 62-555.320(21)(b) and <i>RSWW</i> 8.4.3]
<u>A.A.</u>	q.	New or altered water mains included in this project will be installed in accordance with applicable AWWA standards or in accordance with manufacturers' recommended procedures. [FAC 62-555.320(21)(b), RSWW 8.5.1, and
<u>A.A</u> .	r.	AWWA standards as incorporated into FAC 62-555.330] A continuous and uniform bedding will be provided in trenches for underground pipe installed under this project; backfill material will be tamped in layers around underground pipe installed under this project and to a sufficient height above the pipe to adequately support and protect the pipe; and unsuitably sized stones (as described in applicable AWWA standards or manufacturers' recommended installation procedures) found in
		trenches will be removed for a depth of at least six inches below the bottom of underground pipe installed under this project. [FAC 62-555.320(21)(b), RSWW 8.5.2]
<u>A.A</u> .	S .	All water main tees, bends, plugs, and hydrants installed under this project will be provided with thrust blocks or restrained joints to prevent movement. [FAC 62-555.320(21)(b) and RSWW 8.5.4]
X	t.	New or altered water mains that are included in this project and that will be constructed of asbestos-cement or polyvinyl chloride pipe will be pressure and leakage tested in accordance with AWWA Standard C603 or C605, respectively, as incorporated into Rule 62-555.330, F.A.C., and all other new or altered water mains included in this project will be pressure and leakage tested in accordance with AWWA Standard C600 as
<u>A.A</u> .	u.	incorporated into Rule 62-555.330. [FAC 62-555.320(21)(b)] and AWWA standards as incorporated into FAC 62-555.330] New or altered water mains, including fire hydrant leads and including service lines that will be under the control of a public water system and that have an inside diameter of three inches or greater, will be disinfected and bacteriologically evaluated in accordance with Rule 62-555.340, F.A.C. [FAC 62-555.320(21)(b)2 and FAC 62- 555.340]
<u>A.</u> A.	v.	New or altered water mains that are included in this project and that will be installed in areas where there are known aggressive soil conditions will be protected through use of corrosion-resistant water main materials, through encasement of the water mains in polyethylene, or through provision of cathodic protection. [FAC 62-555.320(21)(b) and RSWW 8.5.7.d]

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Project Name: Proposed 12-Inch D.I. Water Main Along SW Permittee: Miami-Dade Water And Sewer Department

A.A. w. New or relocated, underground water mains included in this project will be laid to provide a horizontal distance of at least three feet between the outside of the water main and the outside of any existing or proposed vacuum-type sanitary sewer, storm sewer, stormwater force main, or pipeline conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C.; a horizontal distance of at least six feet between the outside of any existing or proposed gravity-type sanitary sewer (or a horizontal distance of at least three feet between the outside of the water main and the outside of any existing or proposed gravity-type sanitary sewer (or a horizontal distance of at least three feet between the outside of the water main and the outside of any existing or proposed gravity-type sanitary sewer if the bottom of the water main and the outside of any existing or proposed gravity-type sanitary sewer if the bottom of the water main will be laid at least six inches above the top of the sewer); a horizontal distance of at least six feet between the outside of any existing or proposed pressure-type sanitary sewer, wastewater force main, or pipeline conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.; and a horizontal distance of at least ten feet between the outside of the water main and all parts of any existing or proposed "on-site sewage treatment and disposal system." (FAC 62-555.314(1); exceptions allowed under FAC 62-555.314(5)]

A.A.
 x. New or relocated, underground water mains that are included in this project and that will cross any existing or proposed gravity- or vacuum-type sanitary sewer or storm sewer will be laid so the outside of the water main is at least six inches above the other pipeline or at least 12 inches below the other pipeline; and new or relocated, underground water mains that are included in this project and that will cross any existing or proposed pressure-type sanitary sewer, wastewater or stormwater force main, or pipeline conveying reclaimed water will be laid so the outside of the water main is at least 12 inches above or below the other pipeline. [FAC 62-555.314(2); exceptions allowed under FAC 62-555.314(5)]
 A. the utility crossings described in Part II.C.1. w above, one full length of water main pipe will be centered.

y. At the utility crossings described in Part II.C.1.w above, one full length of water main pipe will be centered above or below the other pipeline so the water main joints will be as far as possible from the other pipeline or the pipes will be arranged so that all water main joints are at least three feet from all joints in vacuum-type sanitary sewers, storm sewers, stormwater force mains, or pipelines conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C., and at least six feet from all joints in gravity- or pressure-type sanitary sewers, wastewater force mains, or pipelines conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C. [FAC 62-555.314(2); exceptions allowed under FAC 62-555.314(5)]

Z. New or altered water mains that are included in this project and that will cross above surface water will be adequately supported and anchored, protected from damage and freezing, and accessible for repair or replacement. [FAC 62-555.320(21)(b) and RSWW 8.7.1]

aa. New or altered water mains that are included in this project and that will cross under surface water will have a minimum cover of two feet. [FAC 62-555.320(21)(b) and RSWW 8.7.2]

bb. New or altered water mains that are included in this project and that will cross under surface water courses greater than 15 feet in width will have flexible or restrained, watertight pipe joints and will include valves at both ends of the water crossing so the underwater main can be isolated for testing and repair; the aforementioned isolation valves will be easily accessible and will <u>not</u> be subject to flooding; the isolation valve closest to the water supply source will be in a manhole; and permanent taps will be provided on each side of the isolation valve within the manhole to allow for insertion of a small meter to determine leakage from the underwater main and to allow for sampling of water from the underwater main. [FAC 62-555.320(21)(b) and RSWW 8.7.2]

cc. This project is being designed to include proper backflow protection at those new or altered service connections where backflow protection is required or recommended under Rule 62-555.360, F.A.C., or in *Recommended Practice for Backflow Prevention and Cross-Connection Control*, AWWA Manual M14, as incorporated into Rule 62-555.330, F.A.C.; <u>or</u> the public water system that will own this project after it is placed into operation has a cross-connection control program requiring water customers to install proper backflow protection at those service connections where backflow protection is required or recommended under Rule 62-555.360, F.A.C., or in AWWA Manual M14. [FAC 62-555.360 and AWWA Manual M14 as incorporated into FAC 62-555.330]

dd. Neither steam condensate, cooling water from engine jackets, nor water used in conjunction with heat exchangers will be returned to the new or altered water mains included in this project. [FAC 62-555.320(21)(b) and RSWW 8.8.2]

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Project Name: Proposed 12-Inch D.I. Water Main Along SW Permittee: Miami-Dade Water And Sewer Department

 Explanation for Requirements Marked "X" in Part II.C.1 Above, Including Justification, Documentation, Assurances, and/or Alternatives as Required by Rule for Exceptions to Requirements in Part II.C.1: Items marked "X" do not apply to this project.

Item F: No hydraulic Analysis is necessary since this project involves replacement of existing pipe, and no change in diameter.

Item O: No Automatic Air Relief Valves will be installed in this project.

Item T: No asbestos-cement or polyvinyl chloride pipe will be installed in this project

Item Z: No water main will be crossing above surface water.

Items AA and BB: No water main will be crossing under surface water

Item CC: No backflow protection is necessary in this project.

Item DD: No steam condensate, cooling water from engine jackets, nor water used in conjuction with heat exchargers is being used in this project.

I completed Part II of this notice, and the information provided in Part II and on the attachment(s) to Part II is true and accurate to the best of my knowledge and belief.

Signature, Seal, and Date of Professional Engineer (PE) or	Signature, Seal, and Date of Professional Engineer (PE) or
Signature and Date of Other Person in Responsible Charge of	Signature and Date of Other Person in Responsible Charge of
Designing Project:*	Designing Project:*
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E* Mp. 52566	
STATE OF	
YORNU RE	
11 SID ENGIN	
Printed/Typed Name: Amelia Affonso, P.E.	Deleted/Thread Name
	Printed/Typed Name:
License Number of PE or License Number or Title of Other	License Number of PE or License Number or Title of Other
Person in Responsible Charge of Designing Project:* 52566	Person in Responsible Charge of Designing Project:*
Portion of Preliminary Design Report for Which Responsible:	Portion of Preliminary Design Report for Which Responsible:
Entire Water Main Design	a south of the south a south a south to which kesponsible;

* Except as noted in paragraphs 62-555.520(3)(a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more PEs licensed in Florida. If this project is being designed under the responsible charge of one or more PEs licensed in Florida, Part II of this notice shall be completed, signed, sealed, and dated by the PE(s) in responsible charge. If this project is <u>not</u> being designed under the responsible charge of one or more PEs licensed in Florida, Part II shall be completed, signed, and dated by the person(s) in responsible charge of designing this project.

Project Name: Proposed 12-Inch D.J. Water Main Along SW Permittee: Miami-Dade Water And Sewer Department

III. Certifications

A. Certification by Permittee

I am duly authorized to sign this notice on behalf of the permittee identified in Part I.F of this notice. I certify that, to the best of my knowledge and belief, this project complies with Chapter 62-555, F.A.C. I also certify that construction of this project has not begun yet and that, to the best of my knowledge and belief, this project does not include any of the following construction work:

- · construction of water mains conveying raw or partially treated drinking water;
- construction of drinking water treatment, pumping, or storage facilities or conflict manholes;
- · construction of water mains in areas contaminated by low-molecular-weight petroleum products or organic solvents;
- · construction of an interconnection between previously separate public water systems or construction of water mains that create a "new system" as described under subsection 62-555.525(1), F.A.C.; or
- construction of water mains that will remain dry following completion of construction.

(A specific construction permit is required for each project involving any of the above listed construction work.)

I understand that, if this project is designed under the responsible charge of one or more professional engineers (PEs) licensed in Florida, the permittee must retain a Florida-licensed PE to take responsible charge of inspecting construction of this project for the purpose of determining in general if the construction proceeds in compliance with the Department of Environmental Protection construction permit, including the approved preliminary design report, for this project. I understand that the permittee must have complete record drawings prepared for this project. I also understand that the permittee must submit a certification of construction completion to the Department and obtain written approval, or clearance, from the Department before the permittee places this project into operation for any purpose other than disinfection or testing for leaks.

8/19/16	V. FERINANDEZ-CVERNO	SR.	PROG. mion.
Signature and Date	Printed or Typed Name	Title	

J.D.

B. Certification by PWS Supplying Water to Project

I am duly authorized to sign this notice on behalf of the PWS identified in Part I.G of this notice. I certify that said PWS will supply the water necessary to meet the design water demands for this project. As indicated below, the water treatment plant(s) to which this project will be connected has(have) the capacity necessary to meet the design water demands for this project, and I certify that all other PWS components affected by this project also have the capacity necessary to meet the design water demands for this project. I certify that said PWS is in compliance with applicable planning requirements in Rule 62-555.348, F.A.C.; applicable cross-connection control requirements in Rule 62-555.360, F.A.C.; and to the best of my knowledge and belief, all other applicable rules in Chapters 62-550, 62-555, and 62-699, F.A.C.; furthermore, I certify that, to the best of my knowledge and belief, said PWS's connection to this project will not cause said PWS to be in noncompliance with Chapter 62-550 or 62-555, F.A.C. I also certify that said PWS has reviewed the preliminary design report for this project and that said PWS considers the connection(s) between this project and said PWS acceptable as designed.

• Name(s) of Water Treatment Plant(s) to Which this Project Will Be Connected: Hialeah-Preston W.T.P.

Total Permitted Maximum Day Operating Capacity of Plant(s), gpd: 225

8/19/16

• Total Maximum Day Flow at Plant(s) as Recorded on Monthly Operating Reports During Past 12 Months, gpd: 168

5.0.

Signature and Date

Victor Fernandez Cuervo, P.E. Printed or Typed Name

Chief, Engineering & Design Title

C. Certification by PWS that Will Own Project After It Is Placed into Permanent Operation

I am duly authorized to sign this notice on behalf of the PWS identified in Part I.H of this notice. I certify that said PWS will own this project after it is placed into permanent operation. I also certify that said PWS has reviewed the preliminary design report for this project and that said PWS considers this project acceptable as designed.

8/19/16 Victor Fernandez Cuervo, P.E. Signature and Date Printed or Typed Name

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Chief, Engineering & Design Title

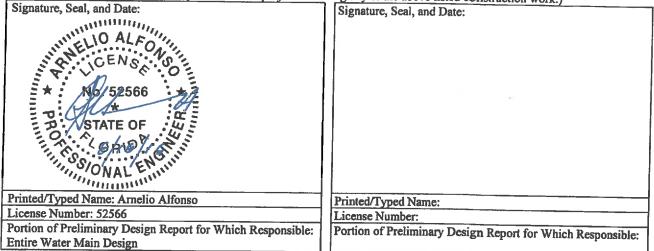
Project Name: Proposed 12-Inch D.I. Water Main Along SW Permittee: Miami-Dade Water And Sewer Department

D. Certification by Professional Engineer(s) in Responsible Charge of Designing Project*

I, the undersigned professional engineer licensed in Florida, am in responsible charge of designing this project. I certify that, to the best of my knowledge and belief, the design of this project complies with Chapter 62-555, F.A.C. I also certify that, to the best of my knowledge and belief, this project is <u>not</u> being designed to include any of the following construction work:

- construction of water mains conveying raw or partially treated drinking water;
- · construction of drinking water treatment, pumping, or storage facilities or conflict manholes;
- · construction of water mains in areas contaminated by low-molecular-weight petroleum products or organic solvents;
- construction of an interconnection between previously separate public water systems or construction of water mains that create a "new system" as described under subsection 62-555.525(1), F.A.C.; or
- construction of water mains that will remain dry following completion of construction.

(A specific construction permit is required for each project involving any of the above listed construction work.)



* Except as noted in paragraphs 62-555.520(3)(a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more professional engineers (PEs) licensed in Florida. If this project is being designed under the responsible charge of one or more PEs licensed in Florida, Part III.D of this notice shall be completed by the PE(s) in responsible charge. If this project is <u>not</u> being designed under the responsible charge of one or more PEs licensed under the responsible charge of one or more PEs licensed under the responsible charge of one or more PEs licensed in Florida, Part III.D does <u>not</u> have to be completed.



Celeste Philip, MD, MPH State Surgeon General

Vision: To be the Healthiest State in the Nation

August 29, 2016

Notification of Acceptance of Use of a General Permit

Permittee: M.D.W.A.S.D. c/o Victor Fernandez-Cuervo, P.E. 3575 S. Lejeune Road Miami, FL 33146 victorfc@miamidade.gov

Permit Number: 312050-834-DSGP Issue Date: August 29, 2016 Expiration Date: August 28, 2021 Project Name: ER# WO17004 PWS ID: 4130871 DRER WM: 2016-00164 MDWASD WM: N/A

Dear Mr. Fernandez-Cuervo:

On August 29, 2016 the Florida Department of Health received a "*Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs*" [DEP Form No. <u>62-555.900(7)</u>], under the provisions of Rule <u>62-4.530</u> and Chapter <u>62-555</u>, Florida Administrative Code (F.A.C.). The proposed project includes the construction of 1,163 Linear Feet of 12-Inch Ductile Iron Pipe Water Main and 64 Linear Feet of 8-Inch Ductile Iron Pipe Water Main to upgrade an existing 6-Inch Cast Iron Pipe Water Main along SW 71st Street from SW 8th Street to SW 4th Street, Miami, FL.

Based upon the submitted Notice and accompanying documentation, this correspondence is being sent to advise that the Department does not object to the use of such general permit at this time. Please be advised that the permittee is required to abide by Rule <u>62-555.405, F.A.C.</u>, all applicable rules in Chapters <u>62-4</u>, <u>62-550</u>, <u>62-555</u>, F.A.C., and the General Conditions for All General Drinking Water Permits (found in <u>62-4.540</u>, F.A.C.).

The permittee shall comply with all sampling requirements specific to this project. These requirements are attached for review and implementation.

Pursuant to Rule <u>62-555.345</u>, F.A.C., the permittee shall submit a certification of construction completion [DEP Form No. <u>62-555.900(9)</u>] to the Department and obtain approval, or clearance, from the Department before placing any water main extension constructed under this general permit into operation for any purpose other than disinfection or testing for leaks.

Within 30 days after the sale or legal transfer of ownership of the permitted project that has not been cleared for service in total by the Department, both the permittee and the proposed Permittee shall sign and submit an application for transfer of the permit using Form <u>62-555.900(8), F.A.C.</u>, with the appropriate fee. The permitted construction is not authorized past the 30-day period unless the permit has been transferred.



This permit will expire five years from the date of issuance. If the project has been started and not completed by that time, a new permit must be obtained before the expiration date in order to continue work on the project, per Rule <u>62-4.030, F.A.C.</u>

Sincerely,

Samir Elmir, PhD., P.E. Director of Environmental Health and Engineering Drinking Water Program Florida Health in Miami-Dade County

Cc: Antonio J. Cotarelo, P.E., M.D.W.A.S.D.; <u>antonio.cotarelo@miamidade.gov</u> Arnelio Alfonso, P.E., A&P Consulting Transportation Engineers Corporation; <u>aalfonso@apcte.com</u>

A Civil Penalty May Be Incurred

if this project is placed into operation before obtaining a clearance from this office.

Requirements for clearance upon completion of projects are as follows:

1) Clearance Form

Submission of a fully completed Department of Environmental Protection (DEP) Form <u>62-555.900(9)</u> Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation.

2) Record Drawings, if deviations were made

Submission of the portion of record drawings showing deviations from the DEP construction permit, including preliminary design report or drawings and specifications, if there are any deviations from said permit (Note that it is necessary to submit a copy of only the portion of record drawings showing deviations and not a complete set of record drawings.).

3) Bacteriological Results

Copies of satisfactory bacteriological analysis (a.k.a. Main Clearance), taken within sixty (60) days of completion of construction, from locations within the distribution system or water main extension to be cleared, in accordance with Rules <u>62-555.315(6)</u>, <u>62-555.340</u>, and <u>62-555.330</u>, F.A.C. and American Water Works Association (AWWA) Standard C 651-92, as follows:

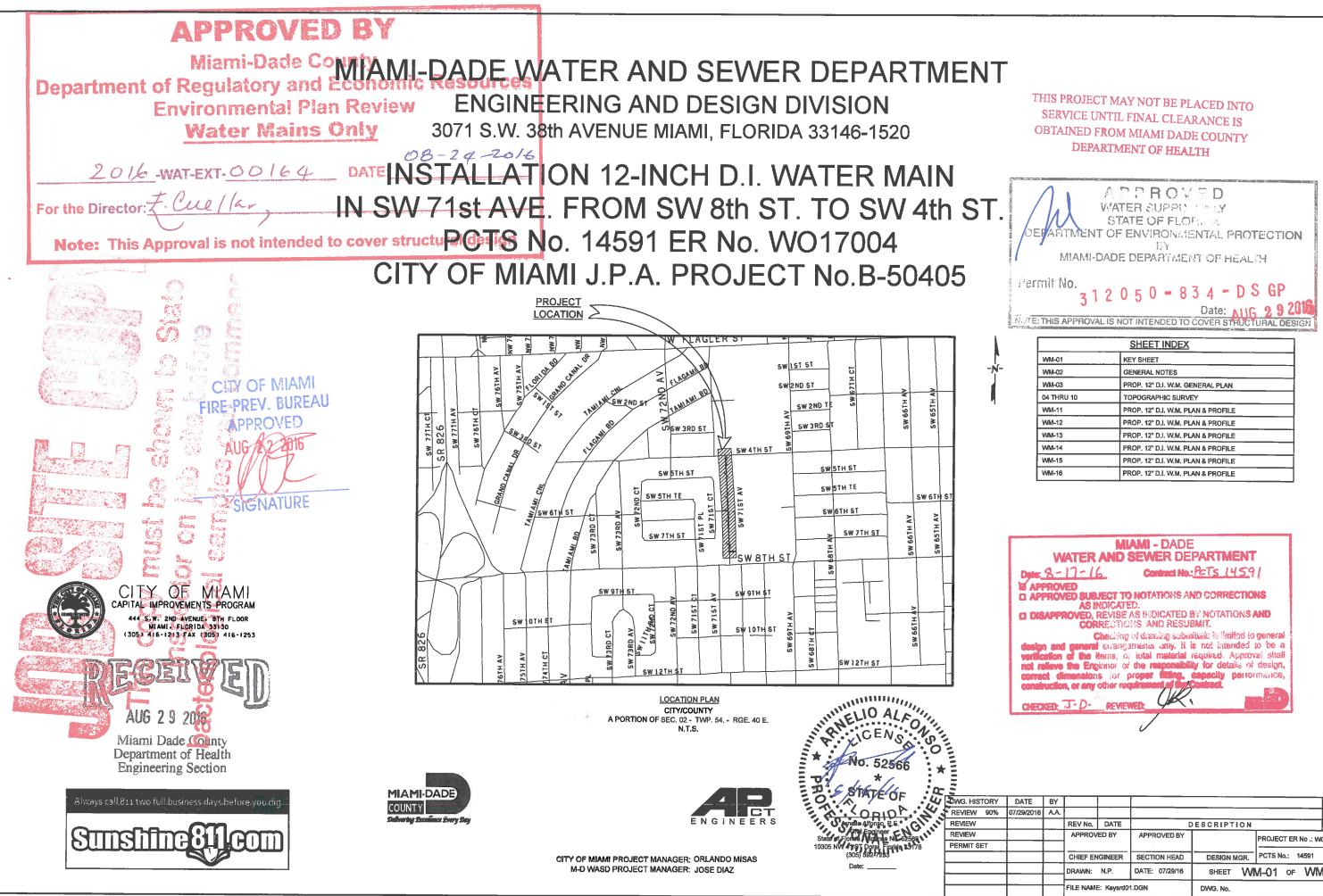
- Connection to an existing system
- The end point of the proposed addition
- Any water lines branching off a main extension
- Every 1,200 feet on straight runs of pipe

Each location shall be sampled on two consecutive days, with sample points and chlorine residual readings clearly indicated on the report. A sketch or description of all bacteriological sampling locations must also be provided.

4) Pressure Test Results

Copy of satisfactory pressure test results demonstrating compliance with AWWA Standard requirements.

For further clarification contact: Samir Elmir Samir.Elmir@flhealth.gov



BY PROJECT ER No .: WO1700 WM-01 of WM-16

8:50:20 AM

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GENERAL NOTES

-MIAMI DADE WA

- 1. THE FOLLOWING UTILITY COMPANIES SHOULD BE NOTIFIED 48 HOURS IN ADVANCE OF EXCAVATION IN AREA: - FPI
- FLORIDA CITY GAS - AT&T/DISTRIBUTION -DADE CUONTY PUBLIC WORKS & TRAFFIC -COMCAST

	-FLORIDA	POWER & LIGHT	T TRANSMISSION
TER SEWE	R –ATLANTIC	BROADBAND	

2. ALL ELEVATIONS REFER TO NATIONAL GEODETIC VERTICAL DATUM, 1929 ADJUST.

3. VALVES AT INTERSECTIONS, BRANCH MAINS OR STOP OUTS SHALL BE RESTRAINED TO THE ADJACENT FITTING UNLESS OTHERWISE NOTED.

4. CUTTING AND PLUGGING OF EXISTING MAINS SHALL BE ACCOMPLISHED BY MECHANICALLY RESTRAINING THE PLUG OR CAP, SUFFICIENT LENGTH OF PIPE SHALL BE PROVIDED TO INSURE THE STABILITY OF THE INSTALLATION.

- 5. STATIONING SHOWN IS ALONG THE BASELINE OF SURVEY. GRADING SHOWN IS ALONG THE PROPOSED PIPE ALIGNMENT.
- 6. EXACT LOCATIONS OF SERVICES TO BE DETERMINED IN THE FIELD.
- 7. FOR REQUIREMENTS FOR MECHANICAL THRUST RESTRAINT, SEE STANDARD DETAIL GS 2.0
- 8. THERE MAY BE OTHER EXISTING UTILITIES IN THE AREA WHICH ARE NOT SHOWN ON THE PLANS, DUE TO FAILURE OF THESE UTILITIES TO RESPOND TO OUR REQUEST FOR INFORMATION.
- 9. IF EVIDENCE OF POTENTIAL CONTAMINATION IS DETECTED DURING EXCAVATION, STOP EXCAVATION WORK AND NOTIFY WASD HAZARDOUS MATERIALS MANAGEMENT SECTION AT (786) 552-8400 AND THE CONSTRUCTION CONTRACTS MANAGEMENT DIVISION AT (786) 268-5191. EVIDENCE OF POTENTIAL CONTAMINATION MAY INCLUDE ANY OF THE FOLLOWING: 1. ODOR 2. SOLID WASTE DEBRIS 3. SHEEN ON THE GROUNDWATER 4. STAINED OR SATURATED SOIL (SOIL THAT CONTAINS PRODUCT THAT DRAINS WHEN IT ISHANDLED OR CREATES STREAKS ON EXCAVATION TOOLS) OR 5. FREE FLOATING PRODUCT ON THE GROUNDWATER (OIL, DIESEL, GASOLINE, ETC.). MATERIAL THAT HAS ODOR, IS STAINED OR IS SATURATED MUST BE SEGREGATED ON AN IMPERMEABLE SURFACE FOR APPROPRIATE FUTURE DISPOSAL.
- 10. ALL PIPE AND FITTINGS INSTALLED UNDER THIS PROJECT MUST BE COLOR CODED WITH BLUE PAINT AS STATED IN THE FLORIDA ADMINISTRATIVE CODE, SUBPARAGRAPH 62-555.320(21)(B)3 AND AS REQUIRED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION. IF PAINT IS APPLIED DURING INSTALLATION OF THE PIPE, THE PAINT SHALL BE APPLIED IN A CONTINUOUS LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ON THE TOP OF THE PIPE. FOR PIPES WITH AN INTERNAL DIAMETER OF 24-INCHES OR GREATER, PAINT SHALL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE.
- 11. USE CAUTION WHEN EXCAVATING AROUND UTILITIES PER SPECIFICATION SECTION 6.00.3
- 12. PAVEMENT RESTORATION TO BE DONE IN ACCORDANCE WITH CITY OF MIAMI PUBLIC WORKS DEPARTMENT REQUIREMENTS UNLESS OTHERWISE NOTED
- 13. THE ENGINEER-OF-RECORD IS IN RESPONSIBLE CHARGE FOR THE DESIGN PART OF THIS PROJECT ONLY. THE DEPARTMENT, THROUGH THE CONSTRUCTION CONTRACTS MANAGEMENT DIVISION, WILL ASSIGN A FLORIDA LICENSED PROFESSIONAL ENGINEER TO TAKE RESPONSIBLE CHARGE OF INSPECTING THE CONSTRUCTION OF THIS PROJECT AND TO DETERMINE, IN GENERAL, IF THE CONSTRUCTION PROCEEDS IN COMPLIANCE WITH THE CONSTRUCTION PERMITS AND TO SUBMIT COMPLETE RECORD DRAWINGS AND CERTIFICATION OF CONSTRUCTION COMPLETION TO THE PERMITTING AGENCIES, AND TO OBTAIN WRITTEN APPROVAL OR CLEARANCE BEFORE PLACING THE MAINS IN SERVICE.
- 14. LOCATION OF EXISTING FACILITIES AS SHOWN ON CONSTRUCTION DRAWINGS ARE FROM AVAILABLE RECORDS. THE ENGINEER ASSUMES NO RESPONSIBILITY OF THE FACILITIES SHOWN OR NOT SHOWN. CONTRACTOR IS TO FIELD VERIFY THE ELEVATION, TYPE OF PIPE AND LOCATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION. IF AN EXISTING FACILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION UPON EXCAVATION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE DESIGN ENGINEER/ENGINEER-OF-RECORD THROUGH THE ASSIGNED MDWASD CONSTRUCTION PROJECT MANAGER SO THAT APPROPRIATE MEASURES CAN BE TAKEN TO RESOLVE SAID CONFLICT. CONTRACTOR TO NOTIFY SUNSHINE STATE ONE CALL OF FLORIDA, INC. BY CALLING 811 AT LEAST 48 HOURS PRIOR TO EXCAVATING.
- 15. MILLING AND RESURFACING PAVEMENT RESTORATION WILL BE AS SHOWN ON PLANS.
- 16. IN AREAS WHERE POLLUTED GROUND WATER WILL OR MAY BE DRAWN INTO THE DEWATERING SYSTEM AND THE MDWASD HAS GRANTED PERMISSION TO INSTALL THE SYSTEM COMPONENTS VIA THE "ALTERNATE METHOD OF CONSTRUCTION", I.E. IN THE WET, AND THE CONTRACTOR ELECTS TO PERFORM DEWATERING AS PART OF THE WORK, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE TO PROVIDE RELATED PROFESSIONAL SERVICES, PREPARE APPLICATION DOCUMENTS, SUBMIT AND OBTAIN ANY AND ALL REQUIRED DEWATERING/ CONTAMINATION PERMIT APPROVALS (INCLUDING ANY ANCILLARY PERMITS THAT MAY BE REQUIRED. I.E. FROM R.E.R. WATER CONTROL OR POLLUTION CONTROL) PRIOR TO COMMENCING THE WORK AND AT NO ADDITIONAL CONTRACT TIME OR COST TO THE DEPARTMENT.
- 17. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTATION AND MAINTENANCE OF EROSION CONTROL MEASURES CONTAINED WITHIN THE CONTRACT SPECIFICATIONS OR AS REQUIRED BY THE MUNICIPALITY OR ANY OTHER REGULATORY AUTHORITY. THE CONTRACTOR SHALL ALSO PROVIDE ANY ADDITIONAL EROSION CONTROL MEASURES (E.G. HYDROSEEDING MULCHING OF STRAW, SAND BAGGING, DIVERSION DITCHES, ETC) DICTATED BY FIELD CONDITIONS TO PREVENT EROSION OR THE INTRUSION OF DIRT, MUD, OR DEBRIS INTO EXISTING PUBLIC STREETS, WATERWAYS, OR ONTO ADJACENT PROPERTIES DURING ANY PHASE OF CONSTRUCTION OPERATIONS.
- 18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION NPDES GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES PERMIT (GCP) AND A NOTICE OF INTENT (NOI) TO USE SAID GENERIC PERMIT AS PROVIDED IN SUBSECTION 62-621.300(4), F.A.C. PURSUANT TO THE STATE'S FEDERALLY APPROVED NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM STORMWATER REGULATORY PROGRAM (NPDES), THE CONTRACTORSHALL BE FULLY RESPONSIBLE TO PROVIDE RELATED PROFESSIONAL SERVICES, PREPARE APPLICATION DOCUMENTS AND OBTAIN ALL REQUIRED APPROVALS PRIOR TO COMMENCEMENT OF THE WORK AND AT NO ADDITIONAL CONTRACT TIME OR COST TO THE DEPARTMENT.

19. IF EXISTING SERVICE LINES ARE GALVANIZED PIPE, REPLACE WITH 1" COPPER SERVICE WITH DIELECTRIC ADAPTERS.

20. RECONNECT EXISTING SERVICES TO PROPOSED 12" WATER MAIN.

21. PROJECT SPECIFICATIONS SHALL CONFORM TO THE MD-WASD DESIGN AND CONSTRUCTION STANDARD SPECIFICATIONS AND DETAILS.

DATE	REVISIONS DESCRIPTION	A&P Consulting Transportation Engineers Corp. 10305 N.W. 41 Street, suite 115	WATER & SEWER DEPARTMENT	CAPI	CITY OF MIA TAL IMPROVEMEN		
0		Miami, FL 33178	3071 SW 38TH AVENUE	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	1
		(305) 592-7283 / fax: (305) 593-1594 CA No. : EB-0007797 Amelio Alfonso, P.E. No. 52566	MIAMI, FL 33146–1520 305–665–7471 www.miamidade.gov/water	SW 71 AVE	MIAMI-DADE	B50405	
					Norhert	Derez	9/

PER DEPARTMENT OF HEALTH

BETWEEN WATER MAINS AND, STORM SEWERS, STORMWATER FORCE

BETWEEN WATER MAINS AND VACUUM TYPE SEWER PREFERABLY 10 FT. AND AT LEAST 3 FT. MINIMUM.

MAINS OR RECLAIMED WATER PREFERABLY 10 FT. AND AT IFAST 6 FT.*

OF WATER MAIN IS AT LEAST 6 INCHES ABOVE TOP OF SEWER.

10 FT. TO ANY PART OF ON-SITE SEWER TREATMENT OR DISPOSAL SYSTEM.

SEWER OR STORM SEWERS, TO BE PREFERABLY 12 INCHES OR AT LEAST 6 INCHES ABOVE OR AT LEAST 12 INCHES BELOW*

OR RECLAIMED WATER, AT LEAST 12 INCHES ABOVE OR BELOW.*

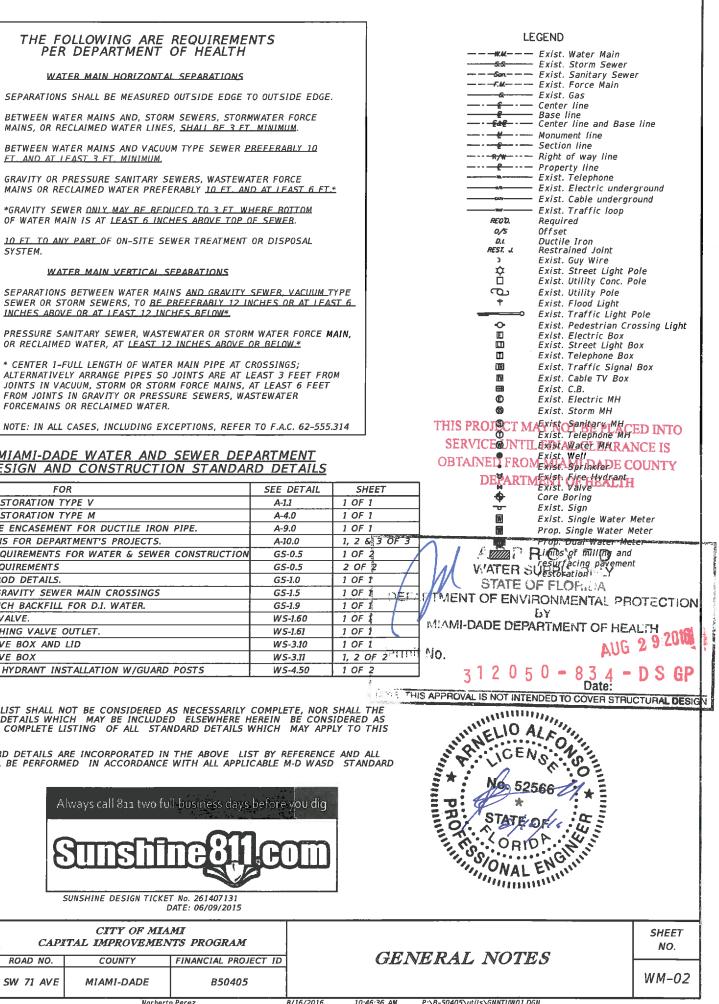
ALTERNATIVELY ARRANGE PIPES SO JOINTS ARE AT LEAST 3 FEET FROM JOINTS IN VACUUM, STORM OR STORM FORCE MAINS, AT LEAST 6 FEET FROM JOINTS IN GRAVITY OR PRESSURE SEWERS, WASTEWATER FORCEMAINS OR RECLAIMED WATER.

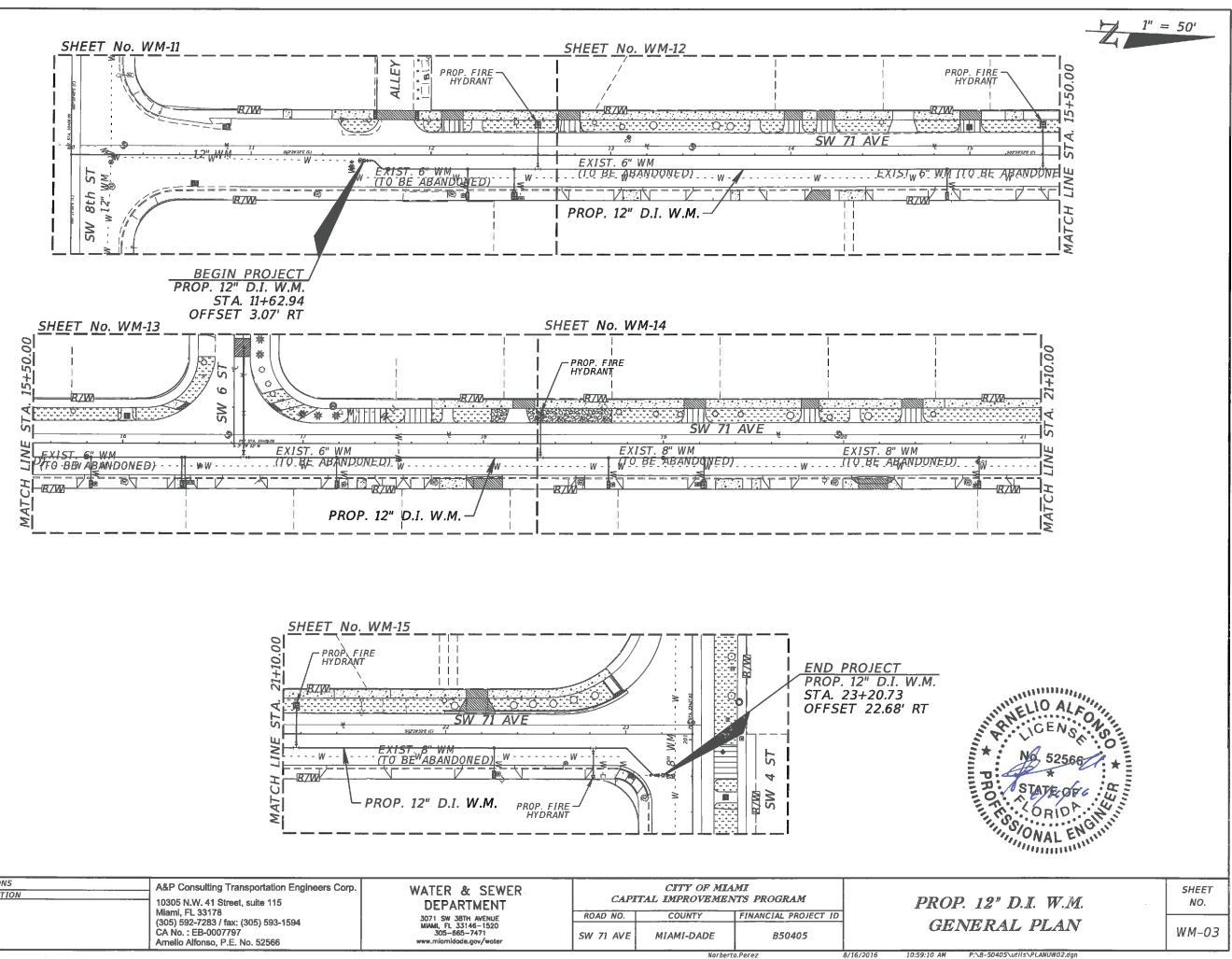
MIAMI-DADE WATER AND SEWER DEPARTMENT DESIGN AND CONSTRUCTION STANDARD DETAILS

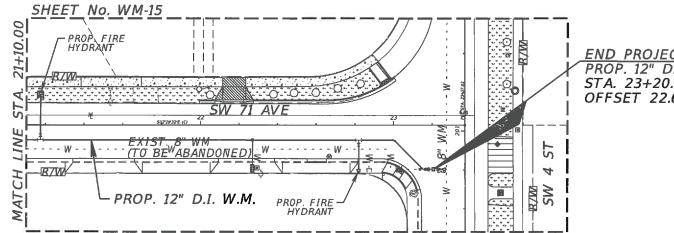
FOR	SEE DETAIL
PAVEMENT RESTORATION TYPE V	A-1.1
PAVEMENT RESTORATION TYPE M	A-4.0
POLYETHYLENE ENCASEMENT FOR DUCTILE IRON PIPE.	A-9.0
ABBREVIATIONS FOR DEPARTMENT'S PROJECTS.	A-10.0
STANDARD REQUIREMENTS FOR WATER & SEWER CONSTRUCTION	GS-0.5
"AS-BUILT" REQUIREMENTS	GS-0.5
TYPICAL TIE-ROD DETAILS.	GS-1.0
WATER AND GRAVITY SEWER MAIN CROSSINGS	GS-1.5
TYPICAL TRENCH BACKFILL FOR D.I. WATER.	GS-1.9
AIR RELEASE VALVE.	WS-1.60
TYPICAL FLUSHING VALVE OUTLET.	WS-1.61
No. 2 C.I. VALVE BOX AND LID	WS-3.10
No. 3 C.I. VALVE BOX	WS-3.11
TYPICAL FIRE HYDRANT INSTALLATION W/GUARD POSTS	WS-4.50

NOTES:

- 1. THE ABOVE LIST SHALL NOT BE CONSIDERED AS NECESSARILY COMPLETE, NOR SHALL THE STANDARD DETAILS WHICH MAY BE INCLUDED ELSEWHERE HEREIN BE CONSIDERED AS FORMING A COMPLETE LISTING OF ALL STANDARD DETAILS WHICH MAY APPLY TO THIS PROJECT
- 2. ALL STANDARD DETAILS ARE INCORPORATED IN THE ABOVE LIST BY REFERENCE AND ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE M-D WASD STANDARD DETAILS.







DATE	REVISIONS DESCRIPTION	A&P Consulting Transportation Engineers Corp. 10305 N.W. 41 Street, suite 115	WATER & SEWER DEPARTMENT	CAPI	CITY OF MIA TAL IMPROVEMEN		
		Miami, FL 33178	3071 SW 38TH AVENUE	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	1
		(305) 592-7283 / fax: (305) 593-1594 CA No. : EB-0007797 Amelio Alfonso, P.E. No. 52566	MIAMI, FL 33146-1520 305-665-7471 www.miamidode.gov/water	SW 71 AVE	MIAMI-DADE	B50405	8/16/201

SURVEYOR'S REPORT:

DATE OF FIELD SURVEY:

The date of completion of field Survey was on April 15, 2015.

The date of completion of the drawing was on <u>April</u> 27, 2015.

SURVEY LIMITS:

A portion of the following Public Right-of-Way; S.W. 71 Avenue between S.W. 4 Street and S.W. 8 Street, lying and being in City of Miami, Miami-Dade County, Florida.

ACCURACY:

The accuracy obtained by field measurement methods and office calculations of closed geometric figures meets and exceeds the Minimum Technical Standards requirement for Suburban Area (Linear: 1 foot in 7,500 feet) as defined in Rule 5J-17.051, Florida Administrative Code.

Elevations of well identified features as depicted on the Survey Map were measured to an estimated vertical position accuracy of 1/100 of a toot on hard surfaces and 1/10 of a toot on ground surfaces.

Well identified features as depicted on the Survey Map were measured to an estimated horizontal position accuracy of 1/10 of a foot.

This Map of Survey is intended to be displayed at a scale of One inch equals Twenty feet of smaller.

PERTINENT INFORMATION USED FOR SURVEY:

This project area appears to be located in a Flood Zone "X", as per Federal Emergency Management Agency (FEWA) Community-Panel Number 120650 (City of Miami), Map No. 12086C0293, Suffix L, Map Revised Date: September 11, 2009.

For Vertical Control:

All elevations shown hereon are based on the on the City of Miami Vertical Datum, and a Benchmark supplied by the Public Works Department of Miami-Dade County, Florida.

Benchmark: A 627 Elevation: 10.51' +0.26=10.77' (C.O.M.) Located at S.W. comer of the intersection of S.W. 8th Street and Florida East Coast Railroad track.

For Horizontal Control:

Bearing and coordinates are relative to the Florida State Plane Coordinate System, Florida East Zone (0901), North American Datum (N.A.D.) of 1983 adjustment of 2011 (NAD83/2011)-Epoch 2010.0000 with a bearing of S02*29'32'E being established for the Monument Line of S. W. 71 Avenue.

Global Positioning System (G.P.S.). measurements were conducted in the field to acquire said coordinate values which are based on the following Horizontal Control Station:

The following Horizontal Data was obtained from the Florida Permanent Network Web Site (a Florida Reference Station Service Provider, www.myfloridagps.com).

Florida Permanent Network Control Stations:

3	ame: MIAMI 6 (MIAM) ode: MIAM exographic Coordinates: httude: 25°43'57.85257" N ngitude: 80°09'47.5057" W affe Plane Coordinates: orthing: 509.427.49 US Feet sting: 931.640.11 US Feet eation Date: 08-02-2010 cetver Type: TRIMBLE NETRS itellite System: GPS Only overage Radius: 30 km
	overagé Radius: 30 km²

Name: MIAMI 3 (RICHMOND) Code: RMND Geographic Coordinates: Latitude: 2532 49 58227 N Latitude: 2532 49 58227 N Latitude: 2532 49 58227 N Latitude: 8023 02.14118" w State Plane Coordinates: Northing: 465.290.41 US Feet Creation Date: 08-02-2010 Receiver 1908: LECA GRV1200PRO LECA GRV1200PRO Satellite System: GPS Only Coverage Radius: 30 km

DRAWN BY: JL

SHEET 1 OF 7

All measurements are in U.S. Survey Feet.

Plat of "FLAGAMI 1st ADDITION" recorded in Plat Book 17 at Page 66 of the Public Records of Miami-Dade County, Florida.

Plat of "WAREHOUSES OF MIAMI, INC" recorded in Plat Boak 61 at Page 96 of the Public Records of Miami-Dade County, Florida.

Plat of "INDUSTRIES OF MIAMI, INC" recorded in Plat Book 62 at Page 97 of the Public Records of Miami-Dade County, Florido.

Plat of "ARACE SUBDIVISION" recorded in Plat Book 63 at Page 6 of the Public Records of Miami-Dade

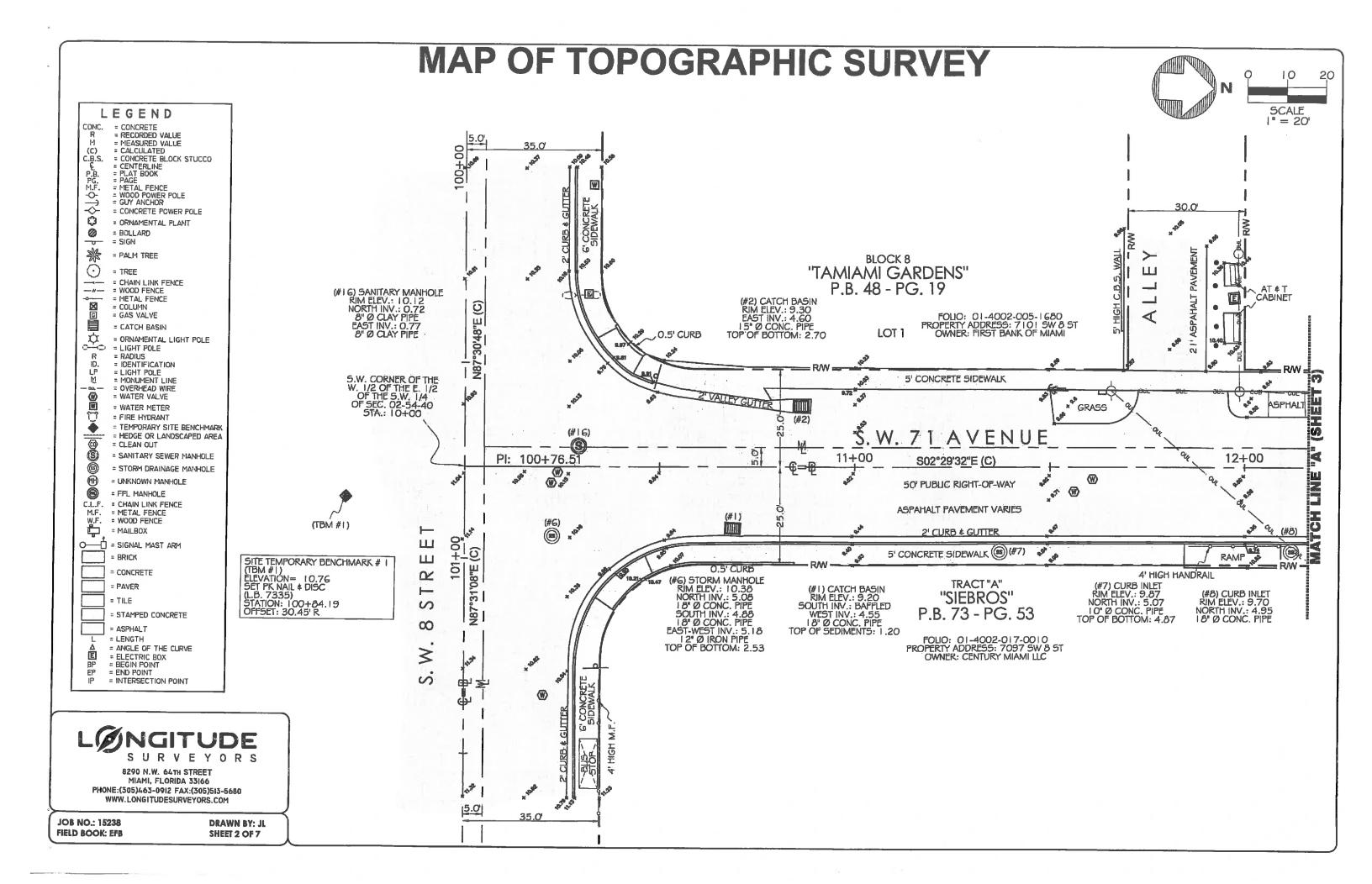
JOB NO.: 15238 FIELD BOOK: EFB

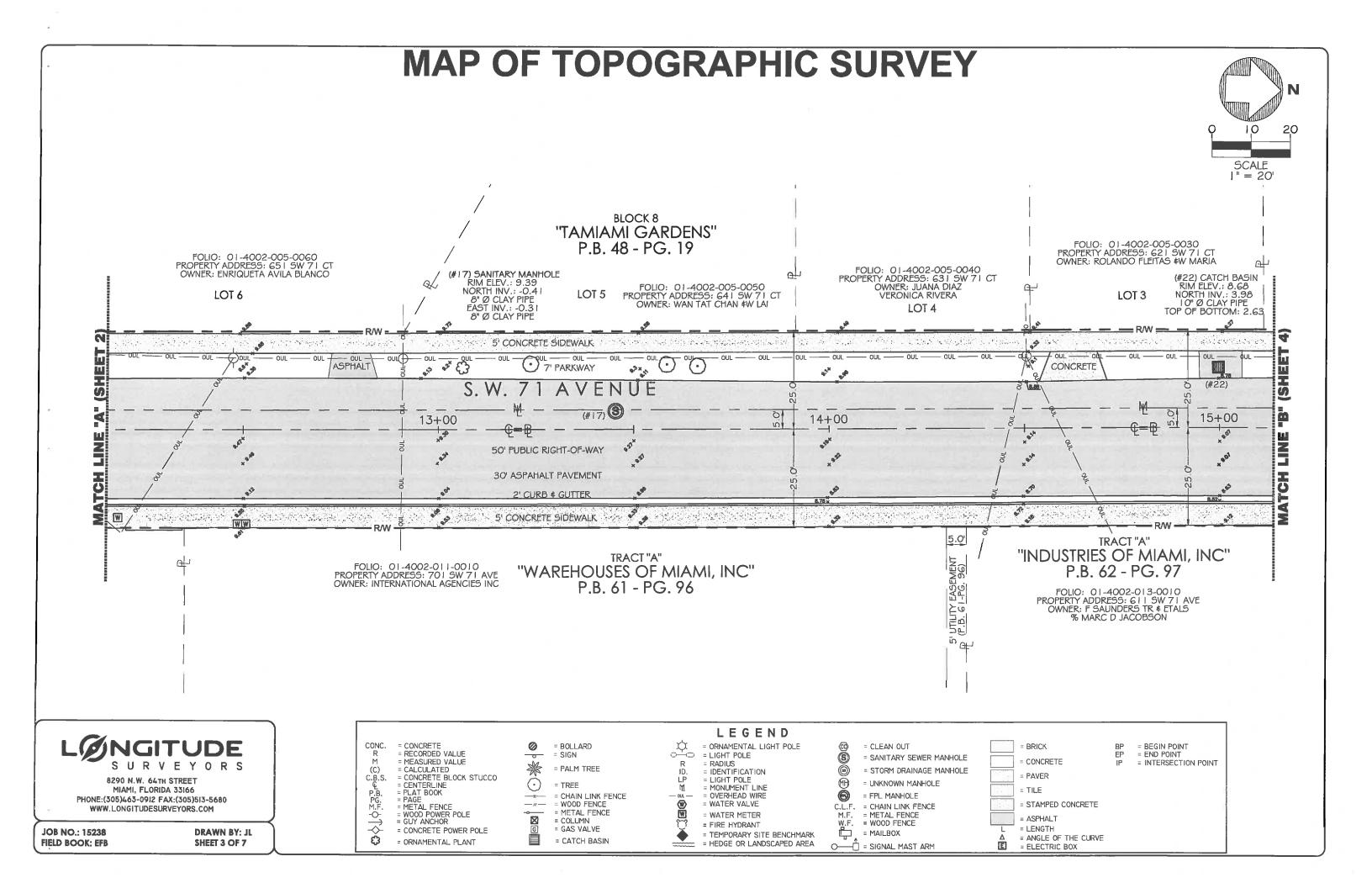
MAP OF TOPOGRAPHIC SURVEY Plat of "REIS SUBDIVISION" recorded in Plat Book 73 at Page 50 of the Public Records of Miami-Dade County, Florida. Plat of "SIEBROS" recorded in Plat Book 73 at Page 53 of the Public Records of Miami-Dade County, Florida. SECTION 02 - TOWNSHIP 54 SOUTH - RANGE 40 EAST. LYING IN CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA Plat of "E. & J. SUBDIVISION" recorded in Plat Book 85 at Page 92 of the Public Records of Miami-Dade County, Florida. Ð Plat of "JAMES JOANNOU PLAT" recorded in Plat Book 89 at Page 4 of the Public Records of Miami-Dade County, Florida. Plat of "TAMIAMI GARDENS" recorded in Plat Book 48 at Page 19 of the Public Records of Miami-Dade County, Florida. 7 SW 3RD ST g S Plat of "SCHILLER ESTATE" recorded in Plat Book 82 at Page 82 of the Public Records of Miami-Dade County, Florida. SW 3RD ST ត 69TH City of Miami Atlas Sheet's "29Q", recorded in the Survey Department of the City of Miami, Florida. ≥ S SW **RESTRICTIONS:** SW 4TH ST Since no other information were furnished other than that is cited under pertinent information, the Client is hereby advised that there may be legal restrictions on the Subject Property that are not shown on the Survey Map that may be found in the Public Works Department of Miami-Dade County, Florida. The Surveyor makes no representation as to ownership or possession of the Subject Property by any entity or individual who may appear of Public Records of this County. SW 5TH ST No excavation or determination was made as to how the Subject Property is served by utilities. SUBJECT No improvements were located, other than those shown. No underground foundations, improvements and/or utilities were located or shown hereon. SITE PURPOSE OF SURVEY: SW 5TH TE The purpose of this survey is for design. Ċ **CLIENT INFORMATION:** ZND This Topographic Survey was prepared at the insistence of and certified to: -A & P CONSULTING & TRANSPORTATION ENGINEERS b čΠ LØNGITUDE ഹ SURVEYORS 7715 NW 48TH STREET, SUITE 310 4 SW 7TH ST DORAL, FLORIDA 33166 PHONE:(305)463-0912 FAX:(305)513-5680 ЗВ ñ WWW.LONGITUDESURVEYORS.COM S SURVEYOR'S CERTIFICATE: S. SW I hereby certify: That this "Topographic Survey" and the Survey Map resulting therefrom was performed under my direction and is true and correct to the best of my SW 8TH ST 2 knowledge and belief and further, that said "Topographic Survey" meets the intent of the T applicable provisions of the "Minimum Technical 89 Standards for Land Surveying in the State of Horida", pursuant to Rule 5J-17.051 through 5J-17.052 of the SW Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes. LONGITUDE SURVEYORS LLC., a Florida Limited **TH ST** Liability Company. Forida Certificate of SW 9TH ST Authorization Mumber LB7335 Eduardo M. Suarez, PSM Signature Date Bv: 2 ⋧ 2 Registered Surveyor and Mapper LS631 2ND State of Florida NOTICE: Not valid without the fignature and original raised seal of a Florida Licensed Surveyor and LOCATION MAP Mapper. Additions or deletions to Survey Maps by (1''=300')other than the signing party are prohibited without the NOTICE:

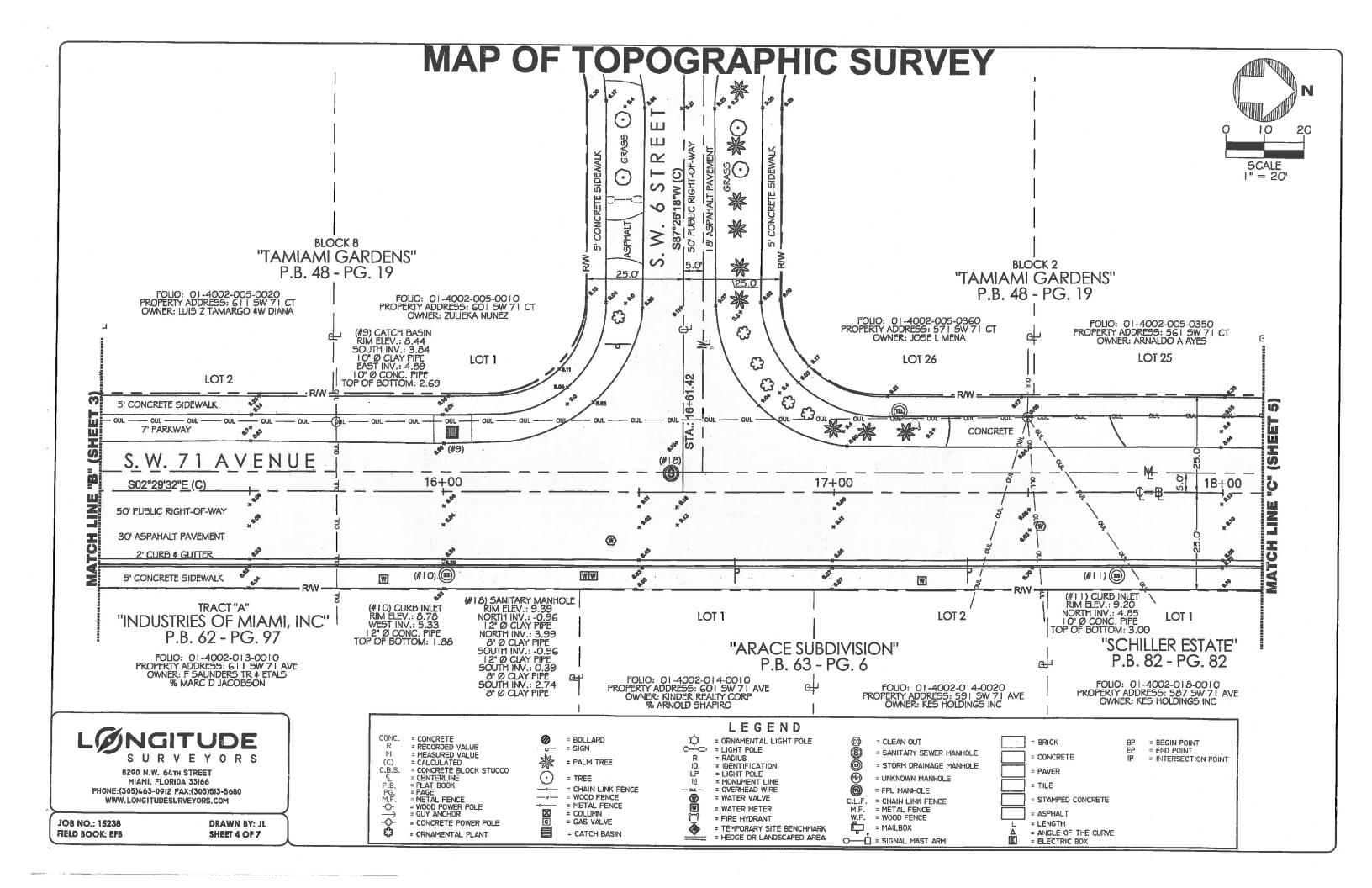
written consent of the signing party.

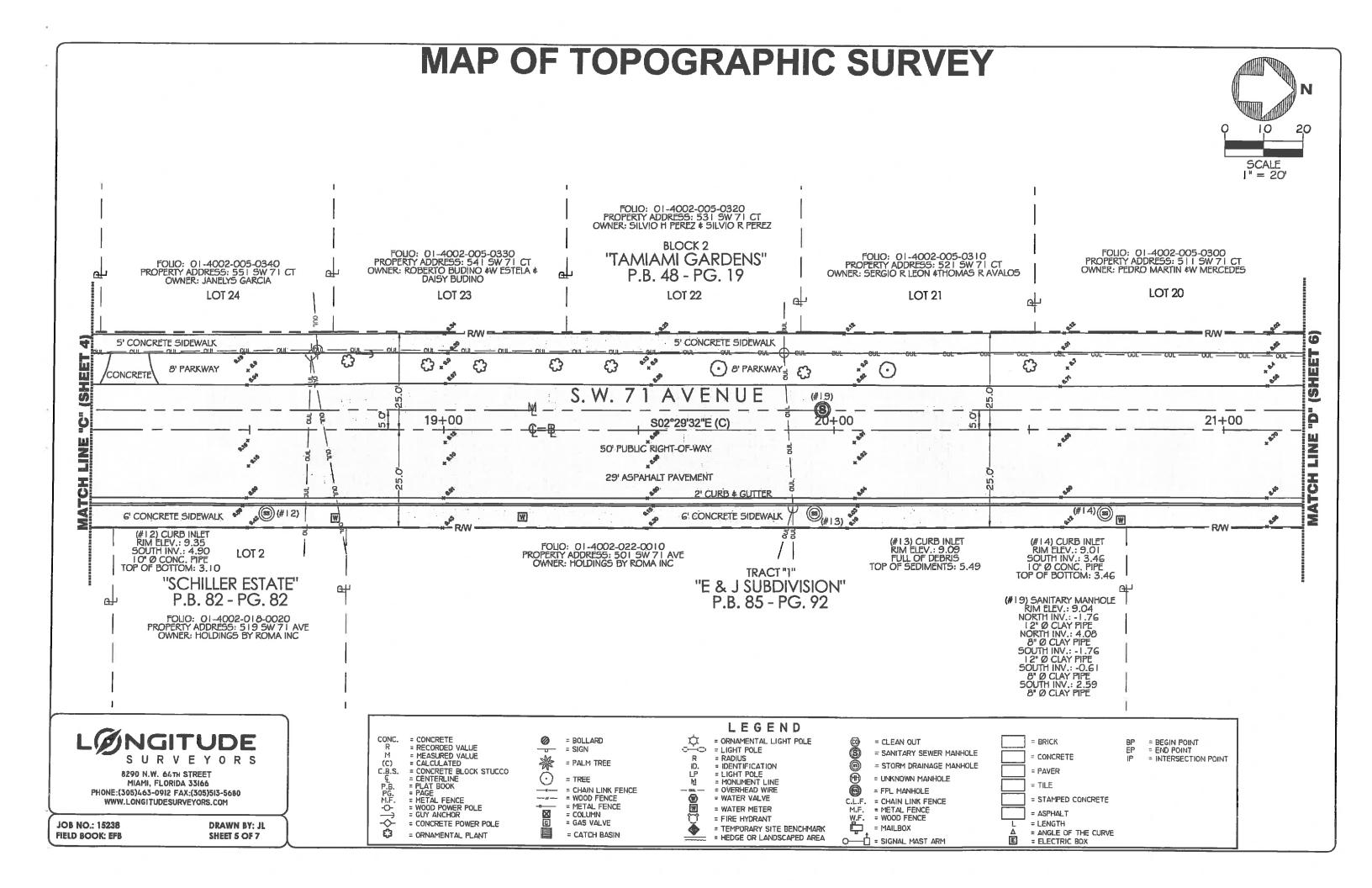
This Document is not full and complete without all pages. (Total of Seven (7) pages)

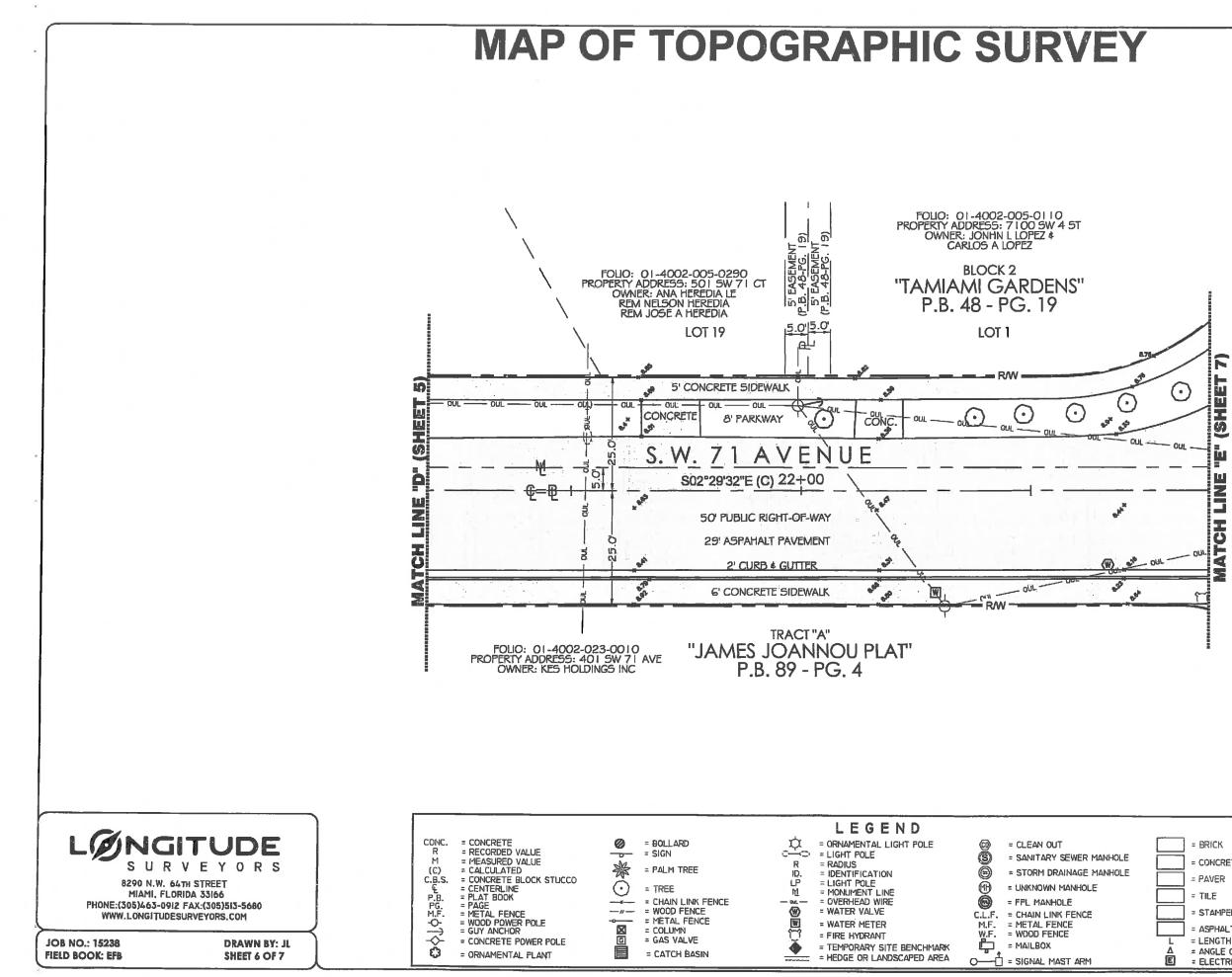


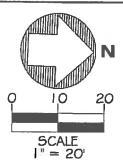






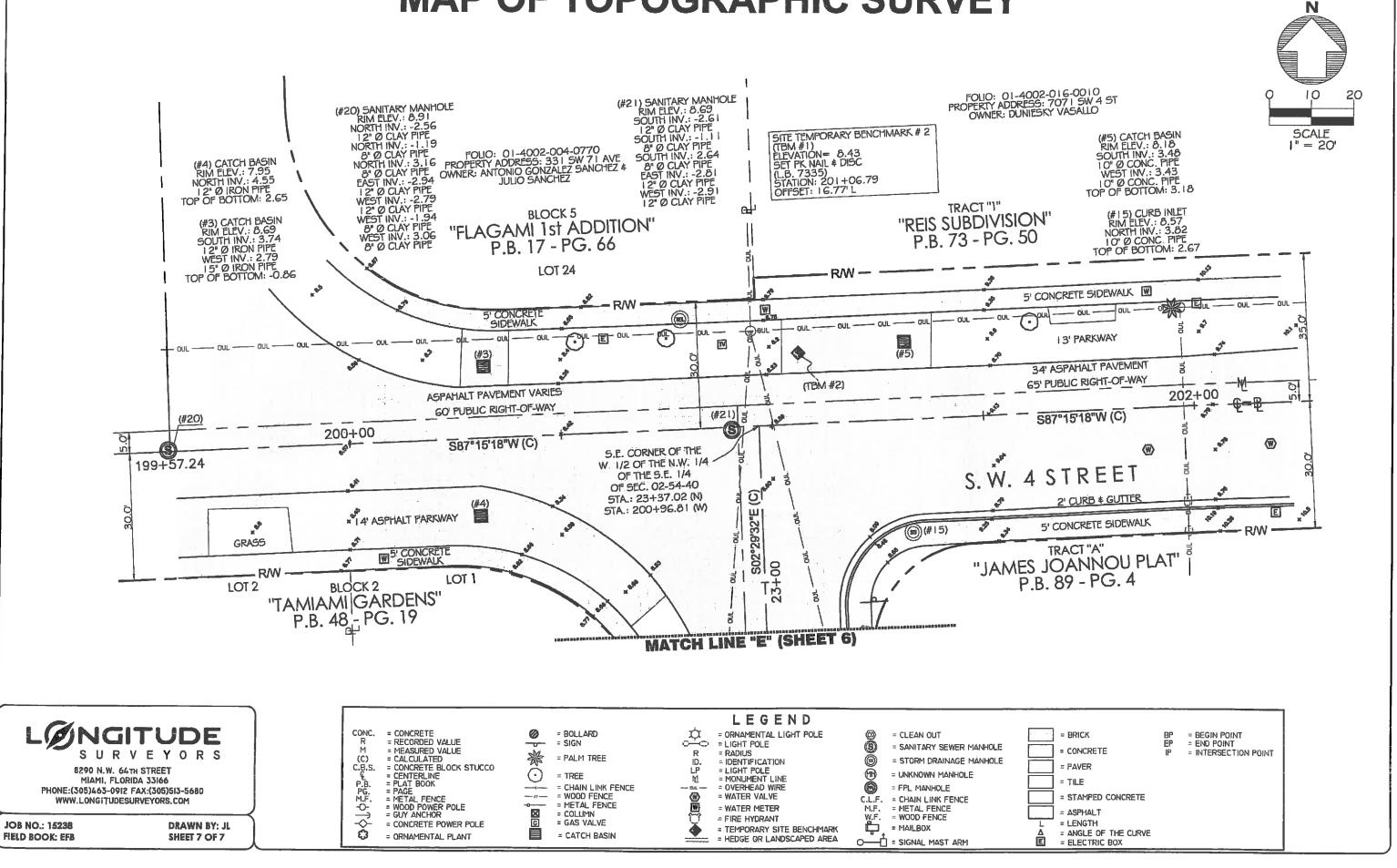


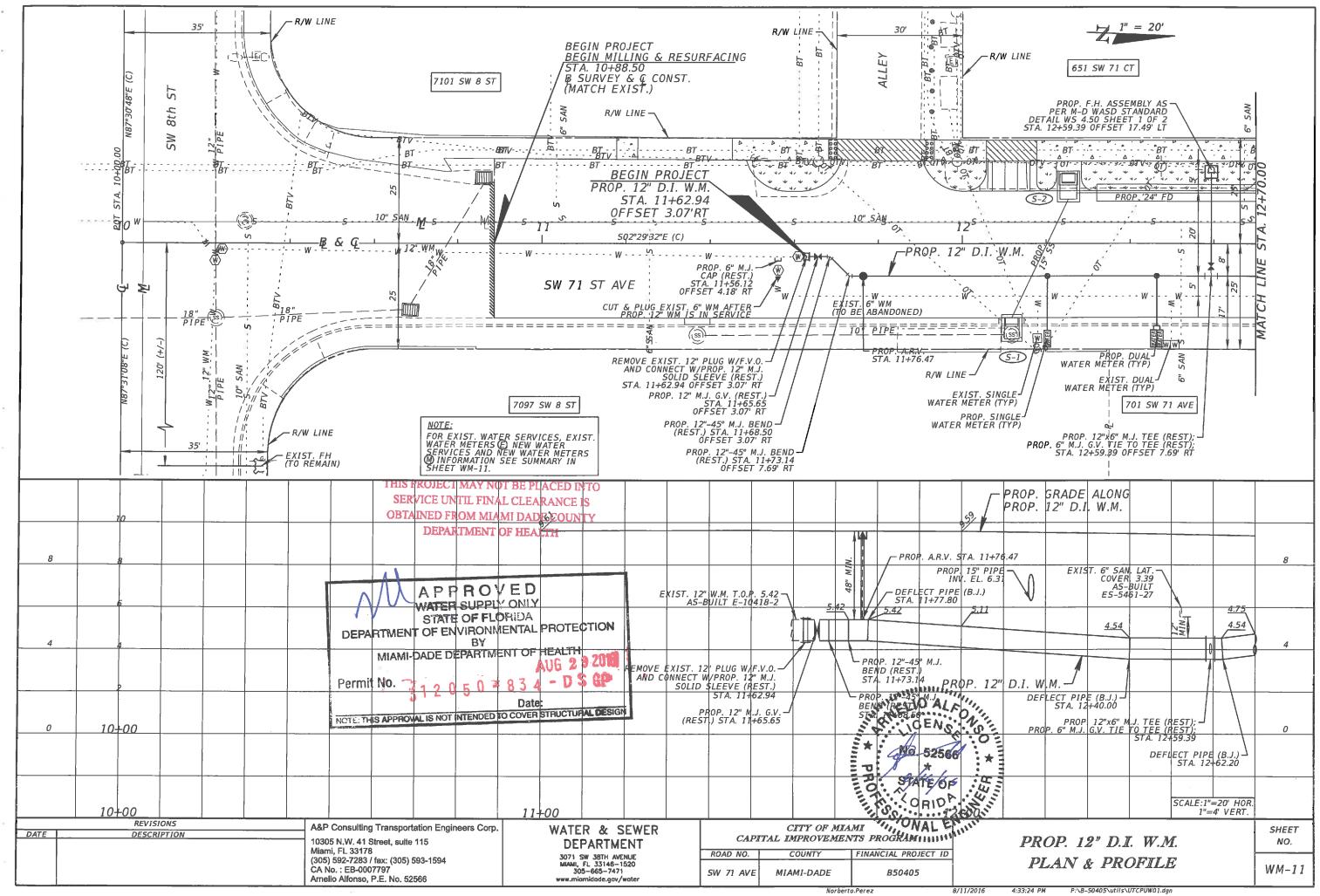


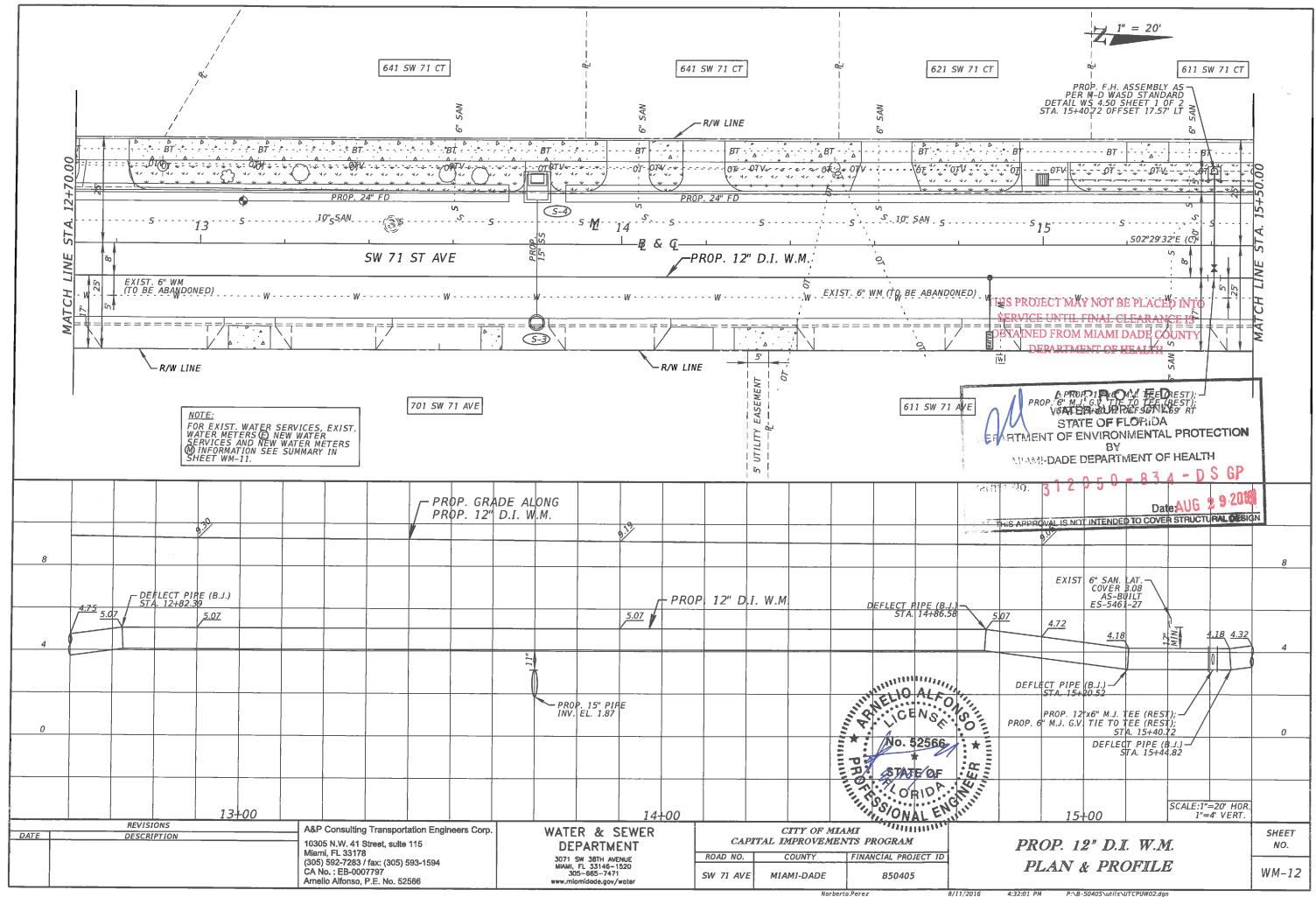


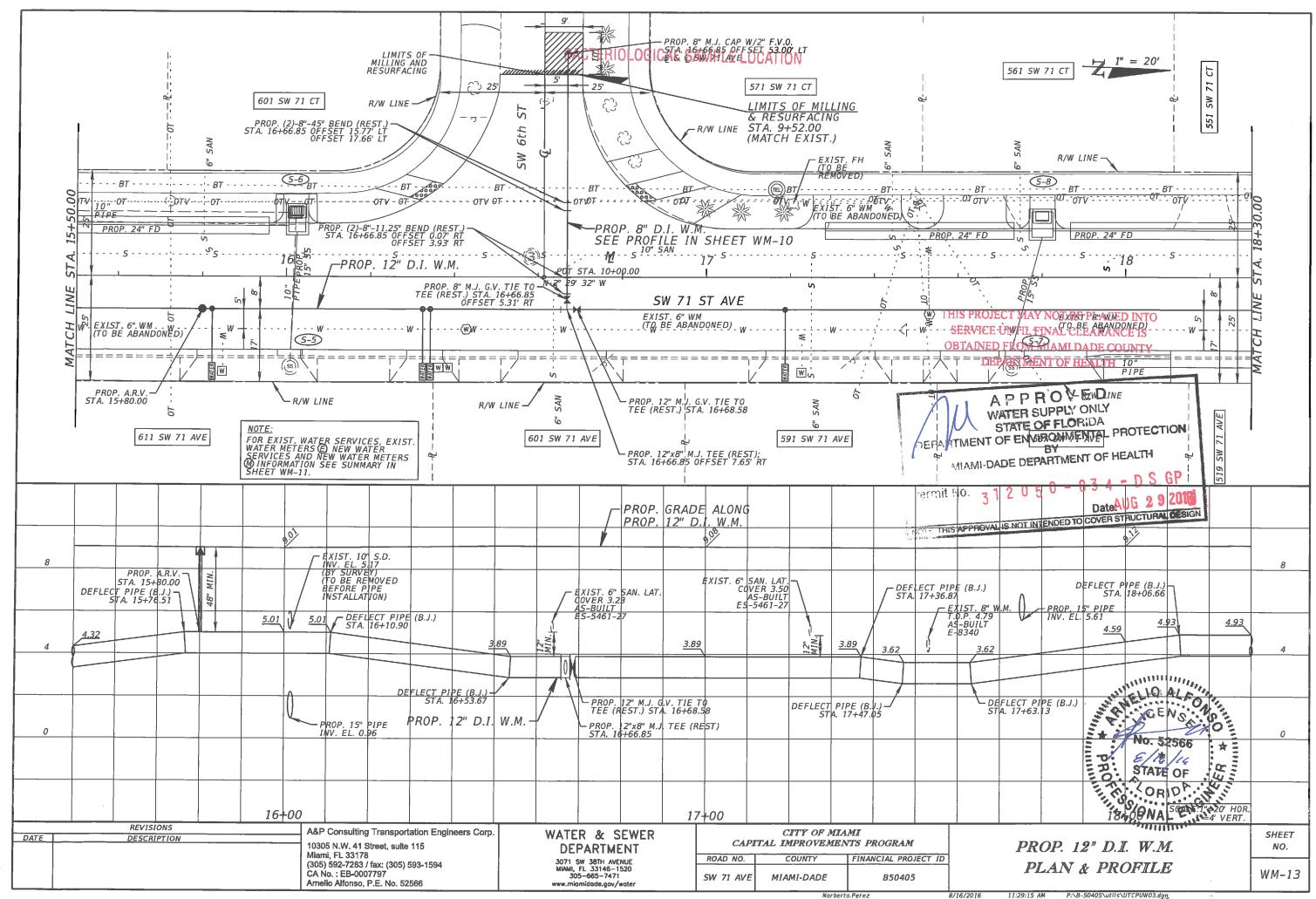
	= BRICK	8P	= BEGIN POINT	
	= CONCRETE	EP IP	 END POINT INTERSECTION POINT 	
	= PAVER			
	= TILE			
	= STAMPED CONCRETE			
	= ASPHALT			
L	= LENGTH			
<u>A</u>	= ANGLE OF THE CURVE			
E	= ELECTRIC BOX			

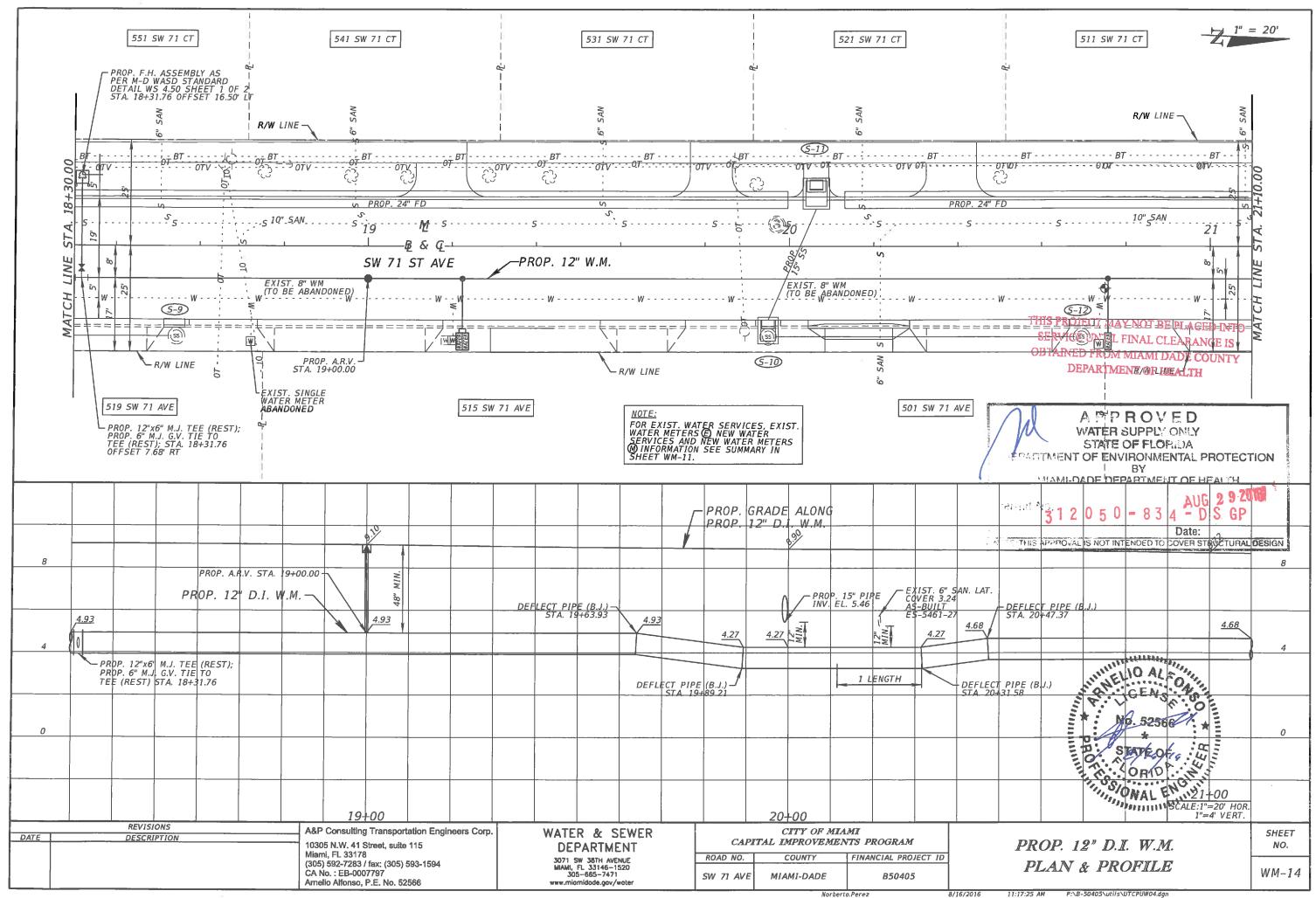
MAP OF TOPOGRAPHIC SURVEY



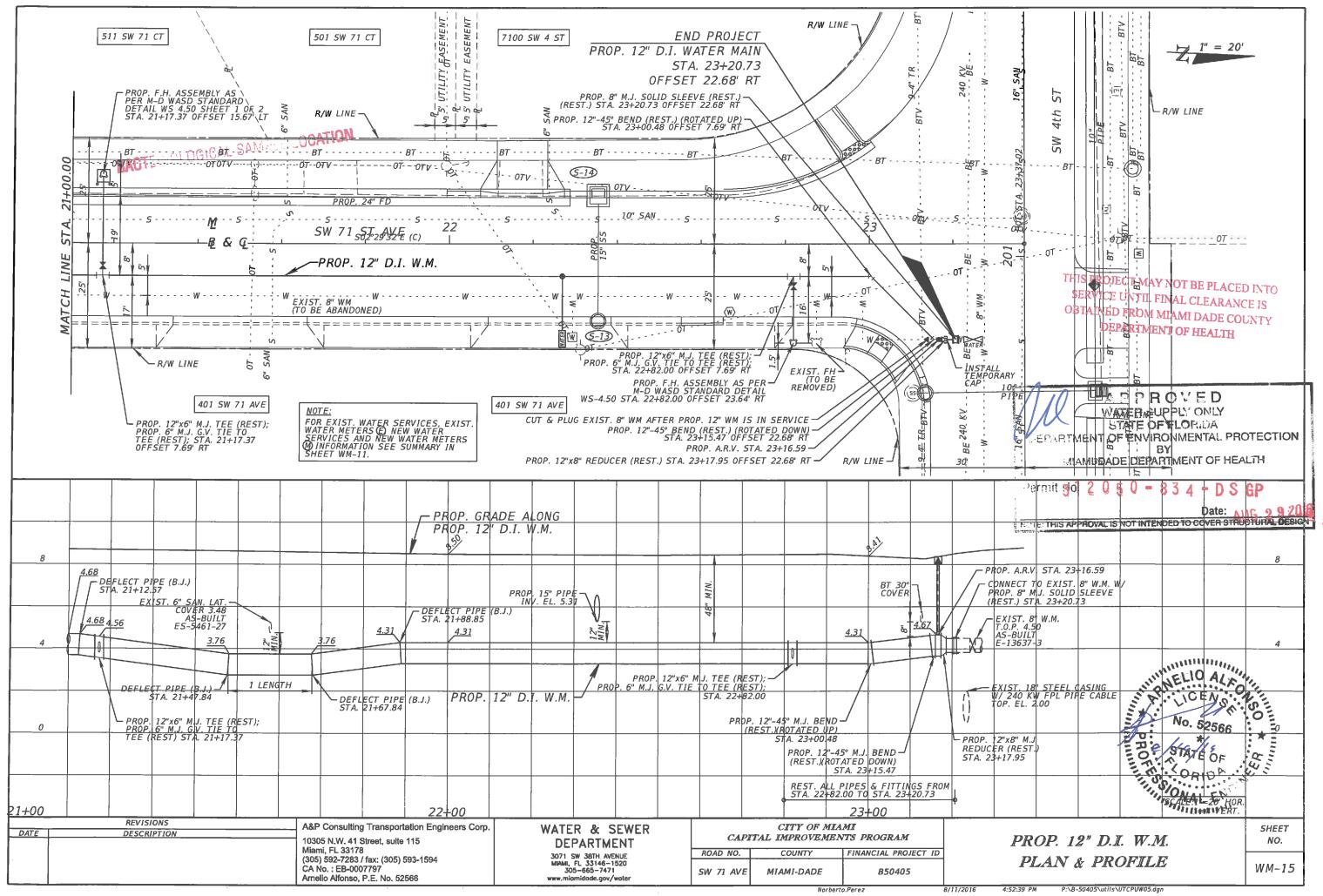


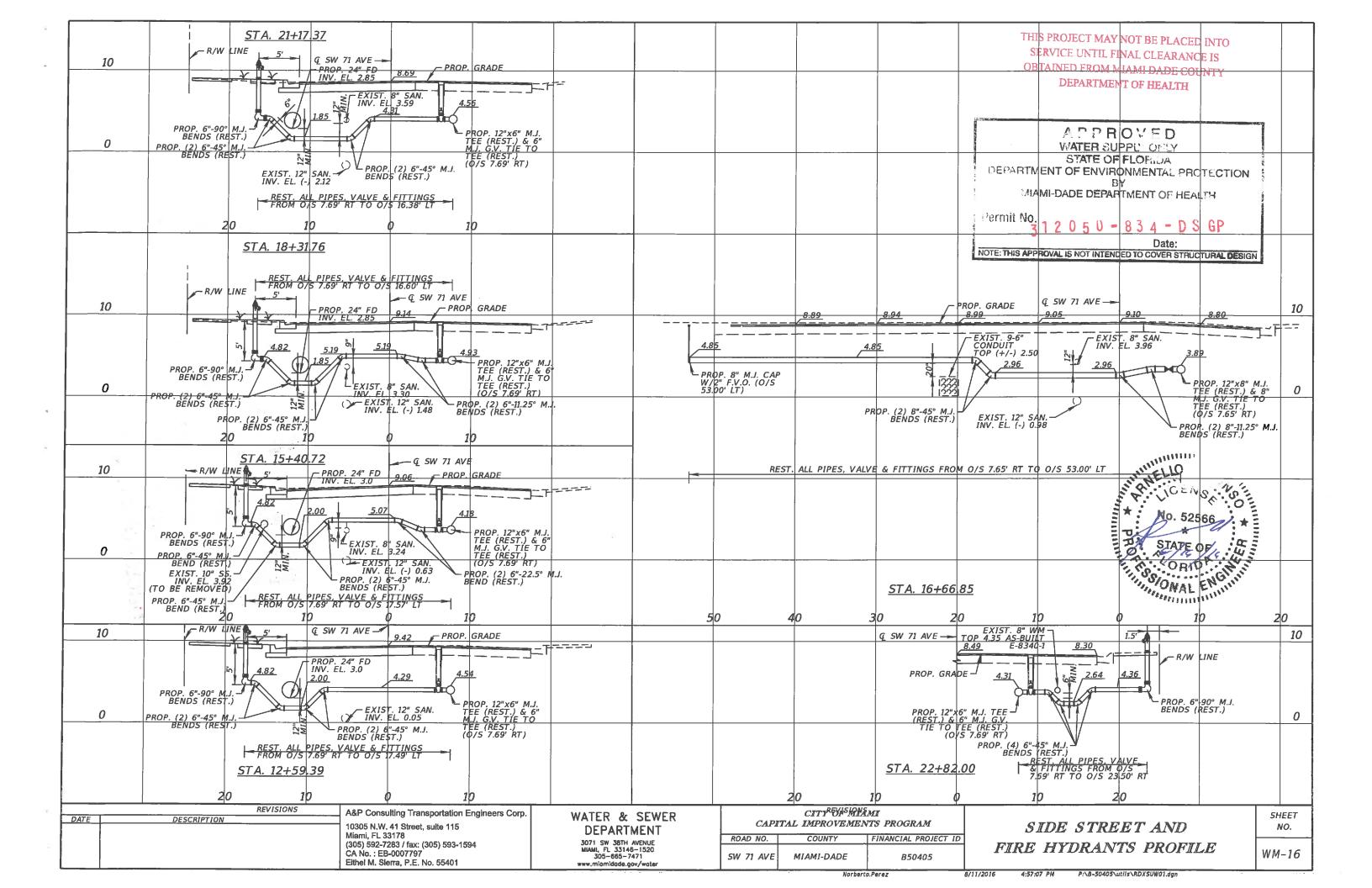






8/16/2016





APPENDIX "M"

Geotechnical Report

(37 Pages)

Appendix "M"

ROADWAY AND DRAINAGE IMPROVEMENTS ALONG SW 71ST AVENUE FROM SW 4TH STREET TO SW 8TH STREET CITY OF MIAMI PROJECT NO. B-50405 CITY OF MIAMI, FLORIDA

REPORT OF SUBSURFACE EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATIONS

PREPARED FOR: A&P CONSULTING TRANSPORTATION ENGINEERS, CORP.

PREPARED BY: GEOSOL, INC.

JULY 14, 2015



A&P Consulting Transportation Engineers Corporation 10305 NW 41th Street, Suite 115 Doral, FL 33178

Attention: Mr. Eithel M. Sierra, P.E. Senior Project Manager

Re: Report of Subsurface Exploration and Geotechnical Engineering Evaluations Roadway and Drainage Improvements Along SW 71st Avenue from SW 4th Street to SW 8th Street City of Miami Project No. B-50405 City of Miami, Florida <u>GEOSOL Project No. 215144</u>

Dear Mr. Sierra:

Geosol, Inc. (GEOSOL) is pleased to submit this report presenting the results of our geotechnical services for the above-referenced project. The services were provided in accordance with our proposal No. P-214221 dated November 10, 2014. Authorization to perform our services was provided to us on June 23, 2015.

The results of our field exploration and laboratory testing programs for the proposed roadway and drainage improvements as well as our geotechnical engineering evaluations are presented in the accompanying report.

GEOSOL appreciates the opportunity to work on this interesting project. If you have any question or need additional information, please do not hesitate to call our office.



Adnan Ismail, P.E. Project Geotechnical Engineer Florida License No. 76014

OR/ai cc: Addressee (4); File (1)

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GEO	SOL	. Inc.
V		V
1		

5795-A NW 151st Street Miami Lakes, FL 33014 Phone (305) 828-4367; Fax (305) 828-4235 E-mail: geosolusa@bellsouth.net

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APPENDICES

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INTRODUCTION

Project Information

As we understand it, the City of Miami plans to provide roadway and drainage improvements along SW 71st Avenue from SW 4th Street to SW 8th Street, in the City of Miami, Florida. As we understand it, the improvements will include milling and resurfacing of the existing roadway, drainage improvements, damaged curb and gutter replacement, damaged sidewalk replacement, repair of driveway approaches, swale restoration, striping, signage, and ADA ramps.

As requested by Mr. Eithel M. Sierra, P.E., Senior Project Manager for A&P Consulting Transportation Engineers Corporation (APCTE), the geotechnical services for this phase of the project included the performance of an asphalt pavement coring program for determining the thickness, composition and condition of the existing pavement and base/subbase materials for evaluation of roadway improvements as well as the performance of borehole percolation testing for use in drainage evaluations and design.

Purpose

The purpose of this study was to evaluate the underground conditions (i.e. subsurface and groundwater) in light of the proposed roadway improvements. This report presents the results of our field exploration, laboratory testing, geotechnical engineering evaluations, and considerations for the proposed construction.

SCOPE OF SERVICES

The scope of services consisted of providing the following services:

- 1. Performing site reconnaissance, locating and coordinating for existing utilities.
- 2. Obtaining a permit from the City of Miami Public Works Department for excavation in the city Right-of-Way (ROW).
- 3. Providing Maintenance of Traffic (MOT) control during the drilling operations.
- 4. Obtaining two (2) asphalt pavement cores from existing roadways for determination of asphalt pavement type and condition.
- 5. Drilling two (2) SPT borings to depths of 2 feet below the existing asphalt pavement for determination of type and thickness of base and subbase materials.
- 6. Performing one (1) borehole percolation tests at a depth of 15 feet below existing grade for use in drainage evaluations and design.
- 7. Measuring groundwater levels at the test locations.
- 8. Backfilling the boreholes using grout, patching the surface of the coring locations with cold-mix asphalt and restoring the sites to their original conditions.



Report of Subsurface Exploration and Geotechnical Engineering Evaluations Roadway and Drainage Improvements Along SW 71st Avenue from SW 4th Street to SW 8th Street City of Miami, Florida <u>GEOSOL Project No.: 215144</u>

- 9. Inspecting soil/rock samples for visual classification and performing a limited number of laboratory classification testing on selected representative samples.
- 10. Visually examining and classifying all recovered asphalt pavement core specimens.
- 11. Evaluating the results of the SPT boring information.
- 12. Providing discussions of critical design or construction considerations based on the subsurface and groundwater conditions developed from the results of the geotechnical investigations.
- 13. Preparing a geotechnical engineering report summarizing the field testing data, subsurface and groundwater conditions, geotechnical evaluations and recommendations.

SITE CONDITIONS

Our understanding of the site conditions is based on our observations during the initial field review, test layout and the performance of the field exploration program. We have appended a Site Vicinity Map that identify the location of the study area, which are presented in Sheet 1 of Appendix "A". Test Location Plans are presented in Sheets 3 through 5 of Appendix "A". The existing conditions at the site generally consist of residential and commercial areas. The existing roadway typical section consists of a two (2)-lane (one in each direction) roadway with sidewalks and curb-and-gutter. The existing roadway pavements consist of flexible asphaltic concrete structures and are in relatively poor condition with many cracks extending to the surface of the pavement.

FIELD EXPLORATION

General

The field exploration program for this study included the performance of an asphalt pavement coring program and borehole percolation testing. Specifically, a total of two (2) asphalt pavement cores (C-1 and C-2) were collected from the existing roadways to determine the type and condition of the existing pavement for use in evaluation of milling and resurfacing improvements. The asphalt pavement coring program included the performance of 2-foot deep SPT borings below the asphalt to determine the type and thickness of the base and subbase materials. Also, a total of one (1) borehole percolation test (P-1) was performed at a depth of 15 feet below existing grade for use in drainage evaluations and design. The tests were performed as close as possible to the locations of the proposed improvements considering existing utilities and equipment accessibility constraints.

The test locations were marked in the field by a representative of GEOSOL utilizing the existing landmarks and standard taping procedures. The approximate boring locations for each test location were obtained by scaling distances in the field and utilizing roadway plans provided by APCTE. The ground surface elevations at each test location have not been provided to us at this point. A summary of the approximate test boring locations is presented on Table 1 and in the Test Location Plans in Appendix "A".



Standard Penetration Test (SPT) Borings

The SPT boring procedures were conducted in general conformance with ASTM D-1586. All SPT borings were performed utilizing a truck-mounted drill rig (Foremost Mobile B-53) using a recently calibrated automatic hammer. After seating the sampler 6 inches, the number of successive blows required to drive the sampler 12 inches into the soil constitutes the test result commonly referred to as the "N"-value. The "N"-value has been empirically correlated with various soil properties and is considered to be indicative of the relative density of cohesionless soils and the consistency of cohesive soils. The N-value information for each SPT boring is presented in the Test Boring Records that are included in Appendix "D" of this report.

Asphalt Pavement Coring

The asphalt pavement cores were obtained using a 6-inch diameter core barrel that was attached to an AWJ diameter drilling rod and to a truck mounted drill rig. The core barrel was advanced by slowly drilling through the asphalt pavement. Water was used to aid the drilling process and to keep the core barrel cool. Upon reaching the surface of the base materials, the coring process was terminated and the pavement core was retrieved. The total thickness of the asphalt pavement was measured and recorded. Measurements of the rut depth and cross slope were measured prior to the performance of the asphalt pavement coring program. We have prepared a Pavement Evaluation and Condition Data Sheet and is presented in Appendix "D" along with asphalt pavement core and site photographs. The approximate location of the pavement cores is presented in Table 1 and on the Test Location Plan sheets in Appendix "A".

Borehole Percolation Testing

The percolation testing was performed in general accordance with the South Florida Water Management District (SFWMD) "Usual Open-Hole" constant head method. The test was performed to determine the hydraulic conductivity value (k) of the subsurface materials at a depth of 15 feet below the existing ground surface. The borehole was drilled by means of a 6 ³/₄ -inch diameter tri-cone bit and water. Upon drilling the borehole, a 6-inch diameter perforated PVC pipe was inserted in the ground and used a pump for purging the well prior the start of the test. After completion of the percolation test, the borehole was backfilled with grout and the site was restored as required. The hydraulic conductivity value (k) was determined from the results obtained during the field testing. The hydraulic conductivity value is reported in units of cubic feet per second per square foot of seepage area per foot of head (cfs/ft²-ft.). The test results are presented in Table 4 in Appendix "C" of this report.



Report of Subsurface Exploration and Geotechnical Engineering Evaluations Roadway and Drainage Improvements Along SW 71st Avenue from SW 4th Street to SW 8th Street City of Miami, Florida GEOSOL Project No.: 215144

Water Level Measurements

Water level depths were obtained during the performance of the test boring operations. They are noted on Table 4 of Appendix "C". In relatively pervious soils/rocks, such as sandy (granular) soils and porous limestone, the indicated depths are usually reliable groundwater levels. Seasonal variations, tidal conditions, temperature variations, land uses, and recent rainfall conditions may influence the depth of groundwater levels.

Traffic Control

Flagmen, barricades, cones, and sign devices were continuously used in general compliance with FDOT Roadway and Traffic Design Standards Index Drawings.

LABORATORY TESTING PROGRAM

General

Representative samples collected from the test borings were visually reviewed in the laboratory by a Geotechnical Engineer to confirm the field classifications. The soil samples obtained from test borings performed for the roadway improvements were classified using the American Association of State Highway and Transportation Officials (AASHTO) Soil Classification System in general accordance with the American Society of Testing and Materials (ASTM) test designation D-3282, titled "Classification of Soils and Soils-Aggregate Mixtures for Highway Construction Purposes". The classification was based on visual observations with the aids of limited laboratory testing, which consisted of moisture content, grain-size analysis, and percent passing the No. 200 sieve. The tests were performed on selected samples believed to be representative of the materials encountered. A summary of the laboratory test results is provided in Table 2 in Appendix "B" of this report. Also, environmental classification testing was performed on a water sample recovered from an open borehole at the project site. A summary of the environmental classification test results is presented in Table 3 in Appendix "B" of this report.

Moisture Content

The laboratory moisture content test consists of the determination of the percentage of moisture contents in selected samples in general accordance with FDOT Test Designation FM1-T265 (ASTM Test Designation D-2216, titled "Laboratory Determination of Water (Moisture) Content of Soil, Rock, and Soil-Aggregate Mixtures"). Briefly, the moisture content is determined by weighing a sample of the selected material and then drying it in a warm oven. Care is taken to use a gentle heat so as not to destroy any organics. The sample is removed from the oven and re-weighed. The difference of the two weights is the amount of moisture removed from the sample. The weight of the moisture divided by the weight of the dry soil sample is the percentage by weight of moisture in the sample. The test results are summarized in Table 2 of Appendix "B".



Percent Passing No. 200 Sieve

The grain-size analyses were conducted in general accordance with the FDOT Test Designation FM1-T88 (ASTM Test Designation D-422, titled "Particle-Size Analysis of Soils"). The grain-size analysis test measures the percentage passing the No. 200 Sieve. In this manner, the grain-size distribution of a soil is measured. The percentage by weight passing the No. 200 Sieve is the amount of silt and clay sized particles. The test results are presented in Appendix "B".

Grain-Size Analysis

The grain-size analyses were conducted in general accordance with the FDOT Test Designation FM1-T88 (ASTM Test Designation D-422, titled "Particle-Size Analysis of Soils"). The grain-size analysis test measures the percentage passing the No. 200 Sieve. In this manner, the grain-size distribution of a soil is measured. The percentage by weight passing the No. 200 Sieve is the amount of silt and clay sized particles. The test results are summarized in Table 2 of Appendix "B".

Environmental Classification Testing

Environmental classification testing was performed on a water sample obtained from one of the percolation tests performed for this project. The testing performed included pH, resistivity, sulfate and chloride content. The results of the testing were evaluated based on the criteria established in the FDOT *Structures Design Guidelines*, Section 1.3. Based on the criteria in Section 1.3, the laboratory test results yielded an extremely aggressive environment for the steel substructure and moderately aggressive for the concrete substructure. We have included the test results in Table 3 of Appendix "B".

GENERALIZED SUBSURFACE CONDITIONS

Miami-Dade County Regional Geology

The Miami area of southern Florida is underlain by an alternating sequence of cemented and uncemented Pleistocene sedimentary deposits (Pleistocene Epoch, deposited 10,000 to 2 million years before the present). A near surface Miami Limestone Formation is underlain by a wide variety of loose to dense quartz sands and coarse to fine-grained hard to very hard limestones and sandstones (Fort Thompson Formation). However, in many portions of Miami-Dade, surface sand deposits of the Pamlico Formation and man-made (artificial) fill are encountered. The Pamlico sands and man-made (artificial) fill have a thickness of approximately three (3) to seven (7) feet and overlie the Miami Limestone Formation. In the west part of the county, portions of the Everglades interfingers with the Pamlico sands. The Everglades soils consist of peat, organic silt and calcareous silt marl. The Everglades soils also have a thickness of three (3) to seven (7) feet and overlie the Miami Limestone Formation.



Report of Subsurface Exploration and Geotechnical Engineering Evaluations Roadway and Drainage Improvements Along SW 71st Avenue from SW 4th Street to SW 8th Street City of Miami, Florida <u>GEOSOL</u> Project No.: 215144

Although the Miami Limestone Formation can be very porous and have a sponge-like, open interconnected network of vugs and small voids, large cavities do not exist and there is no potential for sinkhole activity. The rock formations encountered in the Miami area are typically much softer than the "bedrock" formations encountered in other areas of the country.

The strength of the limestone as well as its deformation characteristics depends upon the degree of cementation of the formation and its alteration by solutioning and weathering subsequent to deposition. One of the most important characteristics of the limestone encountered in the project area is the degree of erosion. Past surface solutioning of the limestone has resulted in formation called "pinnacle rock". In some cases nearly vertical cylindrical-shaped solution cavities are filled with surficial fine sands extending below the groundwater level. The subsurface conditions encountered at the site are presented in the following section.

Miami-Dade County Soil Survey

The *Soil Survey of Miami-Dade County Area, Florida*, published by the United States Department of Agriculture (USDA), was reviewed for general near-surface soil information within the general project vicinity. This information indicates that there is one (1) primary mapping unit within the project vicinity, as follows:

Urban Land (15): consists of areas that are more than 85 percent covered by commercial space, residential space, public facilities, airports, streets, sidewalks, and other structures. The soils in open areas consist of lawns, parks, vacant lots and playgrounds. The surface soils and fill materials are underlain by the porous natural limestone formation.

SITE SUBSURFACE CONDITIONS

General

The subsurface conditions disclosed by the test borings performed for this study are generally consistent with the regional geology described above. Detailed information is presented in the Test Boring Records in Appendix "D". The stratification shown is based on visual examination of recovered samples and interpretation of the field boring logs. Specifically, we have identified two (2) strata along the project alignment (except the asphalt pavement) and they are summarized in Table "A" on the following page.



TABLE "A" – SUMMARY OF SUBSURFACE STRATIGRAPHY

STRATUM No.	MATERIAL DESCRIPTION	AASHTO GROUP
0	Asphalt Pavement	N/A
1	Brown Slightly Silty Fine to Medium SAND with Some Limerock Fragments (BASE)	A-1-b
2	Brown Slightly Silty Fine to Medium SAND with Trace of Limerock Fragments (STABILIZED SUBBASE)	A-3

Groundwater Conditions

The Groundwater level was measured in the completed borehole for the percolation test during the drilling operations. Measurements made in test location disclosed the water table to be at a depth of 6.6 feet below existing grade. It is to be noted that the percolation test was performed during the wet season.

ENGINEERING EVALUATIONS AND RECOMMENDATIONS FOR ROADWAY IMPROVEMENTS

General

As we understand it, this project will consist of providing improvements to the existing pavement. The following sections provide discussions regarding geotechnical recommendations improvement of the existing pavement.

Existing Subgrade Resilient Modulus (MR) Value

As part of the asphalt pavement coring program, SPT borings were performed at the coring location to explore the type and thickness of the base and subbase materials. The base materials encountered at the coring location consisted of slightly silty fine to medium sand with some limerock fragments (A-1-b), and the subbase materials encountered at the coring location consisted of slightly silty fine to medium sand with some limerock fragments (A-1-b), and the subbase materials encountered at the coring location consisted of slightly silty fine to medium sand with trace of limerock fragments (A-3).Based on our evaluation of the SPT data and our local experience, the existing subgrade soils encountered appear to have been stabilized and most probably meets a design M_R value of 12,000 pounds per square inch (psi) typically used by FDOT for design.



Milling and Resurfacing Recommendations

The results of the field exploration program revealed that the asphalt pavement had thicknesses ranging from about 2.0 to 2.5 inches. Based on visual inspection of the cores, all specimens obtained for this project revealed cracking of the asphalt pavement that in some cases (i.e. C-2) extended throughout the full length of the cores. It should be noted that the pavement cores obtained from this project are only representative of the locations sampled and that APCTE and the City of Miami shall be aware that it is possible that the pavement may be cracked the full depth in other locations not explored.

We understand that milling and resurfacing of the existing roadways is being considered for the roadway improvements. Considering that there will be no change in grades, the milling and resurfacing option is the most economical alternative. However, at best, it should only be considered a temporary cure and may cause future milling and resurfacing cycles to occur more frequently given the condition of the existing pavement.

We are of the opinion that milling and resurfacing is not the most efficient or cost effective roadway improvement alternative since one of the asphalt pavement cores (C-2) revealed cracks extending throughout the full length of the core. Milling of the existing pavement will leave behind cracks and over time these cracks will propagate and reflect into the new asphalt pavement overlay. For this reason, we recommend reconstruction of the existing roadways as an alternative for roadway improvement.

If the City of Miami ultimately decides to implement the milling and resurfacing option, our recommendations for milling and resurfacing is 1.5 in. along the proposed project. This recommendation provides that a minimum of a ¹/₂-inch-thick layer of asphalt pavement be left in place to avoid exposing and wetting of the existing base materials during milling of the asphalt pavement.

Recommendations for Roadway Reconstruction

Given the condition of the existing, we recommend that the roadway be reconstructed. If the reconstruction alternative is selected, site preparation shall be in accordance with Sections 110 and 120 of the FDOT *Standard Specifications for Road and Bridge Construction* and FDOT Standard Indices 500 and 505.

The following are our discussions regarding the utilization and the site preparation requirements of the subsurface soils if the roadway reconstruction option is implemented.

- The material from Stratum 0 is the asphalt pavement.
- The material from Strata 1 and 2 (A-1-b and A-3) is considered to be select and should be utilized in accordance with FDOT Standard Index 505.

Fill Material

The embankment fill should consist of select material, meeting the requirements of Standard Index 505 and shall be constructed in general accordance of Section 120.8 of the FDOT *Standard Specifications for Road and Bridge Construction*.



REPORT LIMITATIONS

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This company is not responsible for the conclusions, opinions or recommendations made by others based on these data. No other warranties are expressed or implied.

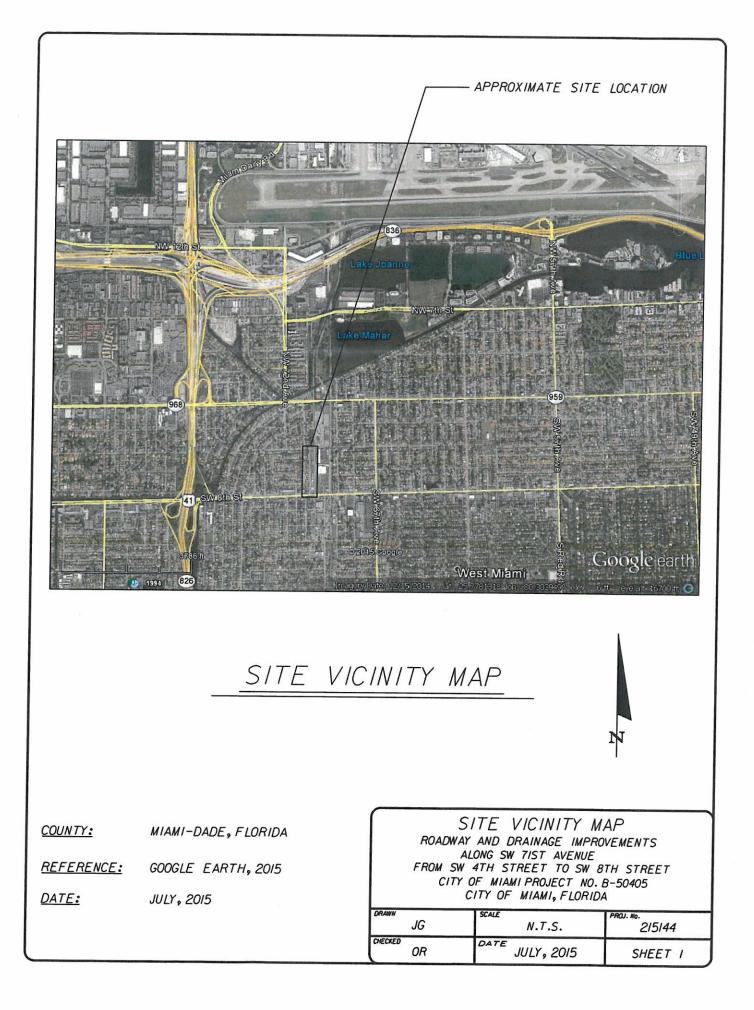
The scope of the investigation was intended to specifically evaluate subsurface conditions within the influence of the proposed project. The analyses and recommendations submitted in this report are based upon the data obtained from the test borings performed at the locations indicated. If any subsoil variations become evident during the course of this project, a re-evaluation of the recommendations contained in this report will be necessary after we have had an opportunity to observe the characteristics of the conditions encountered. The applicability of the report should also be reviewed in the event significant changes occur in the design.

The scope of our services does not include any environmental assessment or investigation for the presence or absence of hazardous or toxic materials in the soil, groundwater, or surface water within or beyond the site studied. Any statements in this report regarding odors, staining of soils, or other unusual conditions observed are strictly for the information of our client.

APPENDIX "A"

Sheet 1: Site Vicinity Map Sheet 2: USDA Soils Survey Map Table 1: Summary of Test Locations Sheets 3 through 5: Test Location Plans

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USDA SOILS SURVEY MAP



MAP UNIT SOIL NAME

15 Urban land

COUNTY:MIAMI-DADE COUNTY, FLORIDAREFERENCE:NRCS WEB SOILS SURVEY, 2015DATE:JULY, 2015

USDA SOILS SURVEY MAP

ROADWAY AND DRAINAGE IMPROVEMENTS ALONG SW 7IST AVENUE FROM SW 4TH STREET TO SW 8TH STREET CITY OF MIAMI PROJECT NO. B-50405 CITY OF MIAMI, FLORIDA

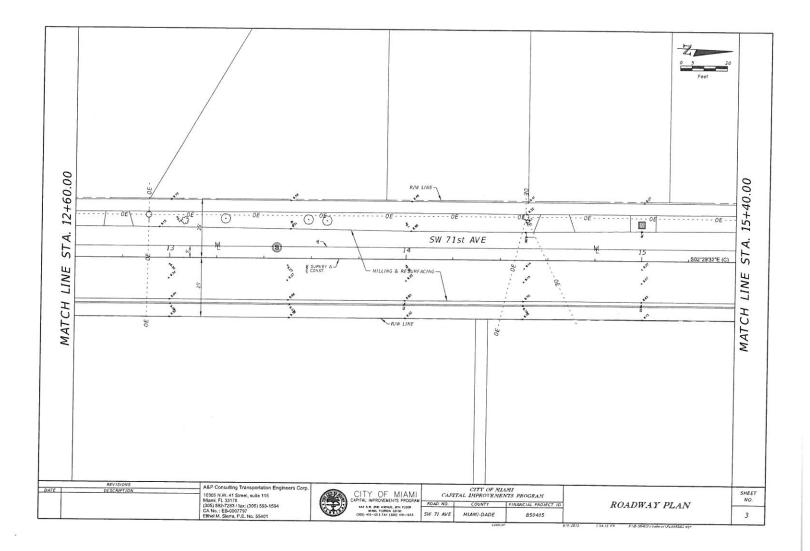
drawn	SCALE	PROJ. No.
JG	N.T.S.	215144
CHECKED OR	DATE JULY, 2015	SHEET 2

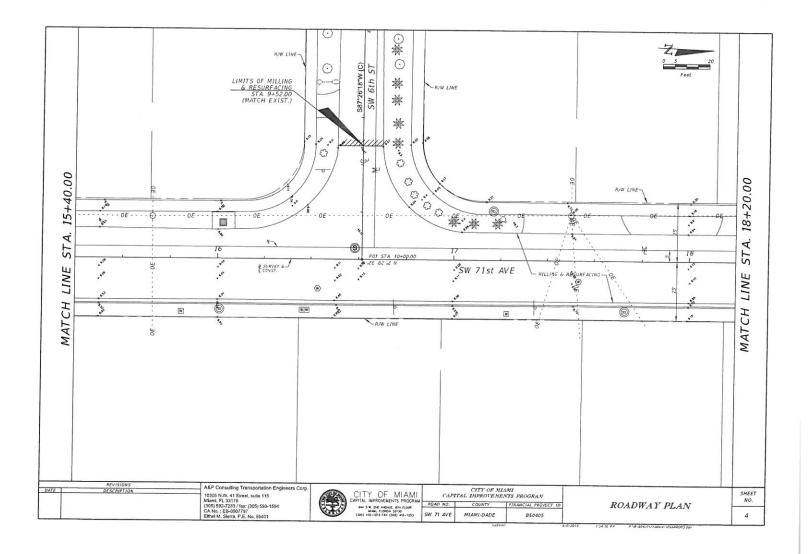
ROADWAY AND DRAINAGE IMPROVEMENTS ALONG SW 71ST AVENUE FROM SW 4TH STREET TO SW 8TH STREET CITY OF MIAMI PROJECT NO. B-50405 CITY OF MIAMI, FLORIDA GEOSOL PROJECT No. 215144

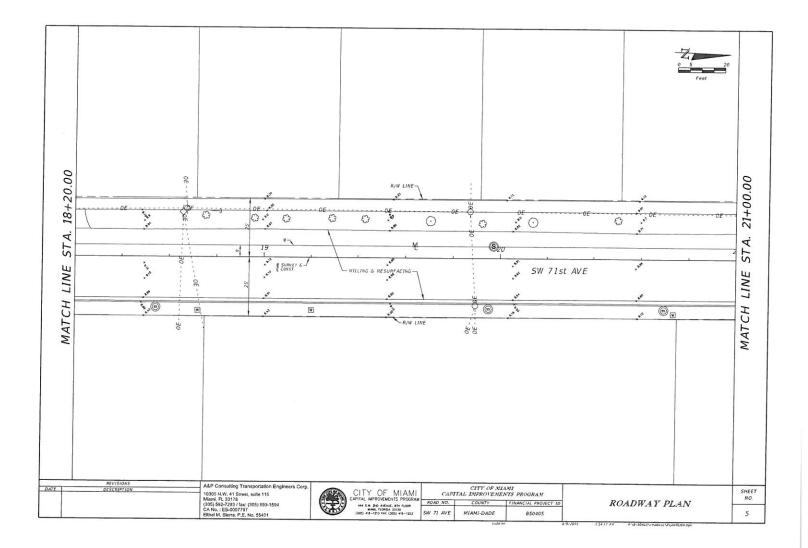


TABLE 1 - SUMMARY OF TEST LOCATIONS

BORING /	A	GROUND SURFACE		
TEST No.	STATION	OFFSET	REFERENCE	ELEVATION
C-2	13+10	10' LT	B/L SURVEY SW 71 ST AVENUE	N/A
P-1	16+75	35' LT	B/L SURVEY SW 71 ST AVENUE	N/A
C-1	20+75	10' RT	B/L SURVEY SW 71 ST AVENUE	N/A







APPENDIX "B"

Table 2 – Summary of Laboratory Test Results Table 3 – Summary of Environmental Classification Test Results Moisture Content Test Results Percent Passing the No. 200 Sieve Test Results Grain-Size Analysis Results and Curves Environmental Classification Test Results

		1-1
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TABLE 2 - SUMMARY OF LABORATORY TEST RESULTS ROADWAY AND DRAINAGE IMPROVEMENTS ALONG SW 71ST AVENUE CITY OF MIAMI, FLORIDA GEOSOL Project No.: 215144														
BORING	SAMPLE	AASHTO SYMBOL	Sample Depth				ieve An rcent P						Organic	Natural Moisture
	NUMBER		(FEET)	1"	3/4"	3/8"	#4	#10	#40	#60	#100	#200	Content (%)	Content (%)
C-2	1	A-1-b	0.2 - 1.2	100	91	69	58	50	38	25	13	11	-	10

TABLE 3 - SUMMARY OF ENVIRONMENTAL CLASSIFICATION TEST RESULTS ROADWAY AND DRAINAGE IMPROVEMENTS ALONG SW 71ST AVENUE CITY OF MIAMI, FLORIDA GEOSOL Project No.: 215144

Sample				Resistivity	Chloride	Sulfate	ENVIRO	OOT NMENTAL FICATION
Location	Sample Type	Depth (ft)	рН	(ohm-cm)	(ppm)	(ppm)	Steel	Concrete
P-1	WATER	6.6	8.0	706	58	6	EA	MA

NOTES: (1) The following FDOT laboratory test methods were utilized.

FM5-552: Chlorides FM5-553: Sulfates

FM5-551: Resistivity (2) SA: SLIGHTLY AGGRESSIVE

SA: SLIGHTLY AGGRESSIVE

(3) MA: MODERATELY AGGRESSIVE

FM5-550: pH

(4) EA: EXTREMELY AGGRESSIVE

FDOT Criteria for Substructure Environmental Classification (FDOT Structures Design Guidelines 2015)

Classification	Environmental	Units	Ste	el	Concrete		
classification	Condition	Units	Water	Soil	Water	Soil	
Extremely	pН		< 6	6.0	<	5.0	
Aggressive	CI	ppm	> 20	000	> 2	000	
(If any of these conditions exist)	SO4	ppm	N.,	A.	> 1500	> 2000	
	Resistivity	Ohm-cm	< 1000		< 1000 < 500		
Slightly	рН		> 7.0		> 6.0		
Aggressive	CI	ppm	< 500		< 500		
(If all of these	SO4	ppm	N.A.		< 150	< 1000	
conditions exist)	Resistivity	Ohm-cm	> 5000		> 3000		
Moderately Aggressive	This classification requirements for environments.	n must be u either slight	sed at all s ly aggress	ites not n ive or ext	neeting remely ago	pressive	

MOISTURE CONTENT TEST RESULTS (ASTM D-2216)

PROJECT NAME: LOCATION: PROJECT No.: Roadway and Drainage Improvements along SW 71st Avenue City of Miami, Florida 215144

Boring No.	C-2
Sample No.	1
Sample Depth (Feet)	0.2-1.2
Tare No.	54
Tare plus wet soil (grams)	426.5
Tare plus dry soil (grams)	389.5
Water W _w (grams)	37.0
Tare (grams)	9.0
Dry soil W _s (grams)	380.5
Water Content w (%)	9.7

MATERIAL PASSING THE # 200 SIEVE TEST RESULTS (AASHTO T-11)

 PROJECT NAME:
 Roadway and Drainage Improvements along SW 71st Avenue

 LOCATION:
 City of Miami, Florida

 PROJECT No.:
 215144

Boring No.	C-2
Sample No.	1
Sample Depth (Feet)	0.2-1.2
Original Dry Weight of Soil (grams)	380.5
Weight of Soil After Washing (grams)	340.0
Weight of Soil Passing 200 Sieve (grams)	40.5
Percent of Soil Passing 200 Sieve (%)	10.6

Note: The percent passing the No. 200 sieve results presented above were determined using the wash method.

GRAIN SIZE DATA SHEET

DATE: 7/7/2015

PROJECT NAME:	Roadway and Drainage Improvements along SW 71st Avenue
GEOSOL PROJECT No.	215144
GENERAL LOCATION:	City of Miami, Florida

Boring No.	C-2
Sample No.	1
Depth (feet)	0.17-1.2

SOIL DESCRIPTION: Brown Slightly Silty Fine to Medium SAND with Some Limerock Fragments (Base; A-1-b)

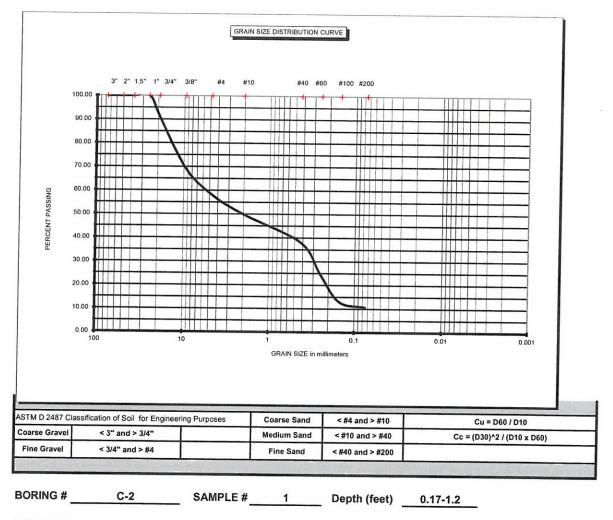
				Tare #	Dry Wt Tare Wt.] .
				54	380.5	
Sieve Size	Sieve Sizes	Cumulative Wt. Retained	% RETAINED	% PASSING	% PASSING TOTAL SAMPLE	WEIGHT RETAINED (Grams)
75	75mm 3"	0.0	0.0	100	100	0.0
50	50mm 2"	0.0	0.0	100	100	0.0
37.5	37.5mm 1.5"	0.0	0.0	100.0	100.0	0.0
25	25mm 1"	0.0	0.0	100.0	100.0	0.0
19	19mm 3/4"	35.0	9.2	90.8	90.8	35.0
9.5	9.5mm 3/8"	117.0	30.7	69.3	69.3	82.0
4.75	4.75mm #4	159.0	41.8	58.2	58.2	42.0
2.36	2 mm #10	191.0	50.2	49.8	49.8	32.0
0.6	425um #40	235.5	61.9	38.1	38.1	44.5
0.3	250um #60	286.0	75.2	24.8	24.8	50.5
0.15	150um #100	331.0	87.0	13.0	13.0	45.0
0.075	75um #200	340.0	89.4	10.6	10.6	9.0
PAN	•	380.5	100.0	0.0	0.0	40.5
NOTES: P	ercent passing the	#200 sieve was	determined by t	he wash method	d.	

ASTM D 2487 Class	ification of Soil for Engi	neering Purposes	Coarse Sand	< #4 and > #10	Cu = D60 / D10
Coarse Gravel	< 3" and > 3/4"		Medium Sand	< #10 and > #40	Cc = (D30)^2 / (D10 x D60)
Fine Gravel	< 3/4" and > #4		Fine Sand	< #40 and > #200	1000 um = 1 mm
tested by:	S. Zhang	computed by:	S. Zhang	checked by: O. R	iccobono

GRAIN SIZE DATA SHEET

DATE: 7/7/2015

PROJECT NAME: GEOSOL PROJECT No. GENERAL LOCATION: Roadway and Drainage Improvements along SW 71st Avenue 215144 City of Miami, Florida



SOIL DESCRIPTION:

Brown Slightly Silty Fine to Medium SAND with Some Limerock Fragments (Base; A-1-b)

Natural Moisture Content: 9.7%



ANALYTICAL RESULTS

Project: ROADWAY AND DRAINAGE IMPROV

Pace Project No.: 35195904

Sample: P-1	Lab ID	35195904001	Collecte	d: 07/02/1	5 17:00	Received: 07	7/06/15 11:00 M	atrix: Water	
Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Resistivity	Analytica	I Method: EPA 1	20.1 Resist	ivity					
Resistivity	706	ohms-cm			1		07/08/15 14:35		
4500H+ pH, Electrometric	Analytica	I Method: SM 45	00-H+B						
Temperature, Water (C)	20.0	deg C	0.010	0.010	1		07/07/15 15:10		
pH at 25 Degrees C	8.0	Std. Units	0.10	0.10	1		07/07/15 15:10		Q
300.0 IC Anions 28 Days	Analytica	Method: EPA 30	0.0						
Chloride	57.7	mg/L	5.0	2.5	1		07/07/15 06:20	16887-00-6	
Sulfate	5.7	mg/L	5.0	2.5	1		07/07/15 06:20	14808-79-8	

REPORT OF LABORATORY ANALYSIS

APPENDIX "C"

Table 4 – Summary of Borehole Percolation Test Results Schematics of SFWMD's Usual Open-Hole Percolation Test

		<u></u>
GEO	SOL	Inc.
V I		
=		-

 TABLE 2 - SUMMARY OF CONSTANT HEAD PERCOLATION TEST RESULTS

 ROADWAY AND DRAINAGE IMPROVEMENTS

 ALONG SW 71ST AVENUE FROM SW 4TH STREET TO SW 8TH STREET

 CITY OF MIAMI PROJECT NO. B-50405

 CITY OF MIAMI, FLORIDA

 GEOSOL PROJECT NO. 215144

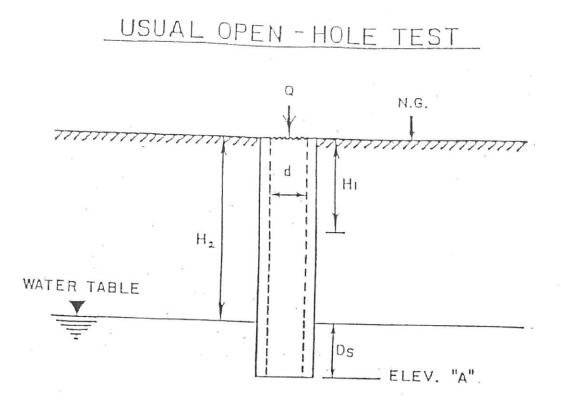
Test	Approx	ximate	Date	Diar	neter	Depth of	Depth to Gro	undwater Level	SATURATED	Corrected	Average	K, Hydraulic
No.	Test Loca	tion (feet)	Performed	Casing	Hole	2		d Surface (Feet)		CONTRACTOR DATE		
	Station	Offset		(Inches)	(Inches)	(Feet)	Prior to Test	During Test	Ds (Feet)	Hole (Feet)	(gpm)	(cfs/ft ² -Ft Head)
P-1	16+75	35' LT	07/02/15	6	6.75	15	6.6	0.00	8.40	15.00	3.5	5.65E-05

NOTES:

- (1) The above hydraulic conductivity values are for a French drains installed to the same depth as the borehole tests. The values represent an ultimate value. The designer should decide on the required factor of safety.
- (2) The hydraulic conductivity values were calculated based on the South Florida Water Management Districts's USUAL OPEN HOLE CONSTANT HEAD percolation test procedure as shown on the following page.
- (3) The diameter of the HOLE was used in the computation of the hydraulic conductivity values presented in the above table.
- (4) No loss of circulation was encountered during the performance of the borehole percolation tests.
- (5) Northing and easting coordinates were obtained by converting latitude and longitude coordinates obtained with a hand-held GPS device using the software "Corpscon" developed by the United States Army Corps of Engineers. The test locations should be considered approximate to within a few feet.

SUMMARY OF SUBSURFACE STRATIFICATION

Test	DEPT	H (FEET)	GENERAL MATERIAL DESCRIPTION
No.	FROM	TO	
	0.00	0.17	Dark Brown Organic Silty Fine SAND with Grass (TOPSOIL)
	0.17	1.40	Brown Slightly Silty Fine to Medium SAND with Some Limerock Fragments (FILL)
P-1	1.40	2.80	Brown Fine to Medium SAND
1 -1	2.80	6.50	Brown Fine to Medium SAND with Some Limestone Fragments
	6.50		Brown Fine to Medium SAND with Trace of Limestone Fragments
	12.50	15.00	Brown Fine to Medium SAND



 $K = \frac{4Q}{\pi d(2H_2^2 + 4H_2D_s + H_2d)}$

K = HYDRAULIC CONDUCTIVITY (CFS/FT.¹-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)
ELEV. "A" = PROPOSED TRENCH BOTTOM ELEV.
H₁ = AVERAGE HEAD ON UNSATURATED HOLE SURFACE (FT.HEAD)

Reference: SFWMD Management and Storage of Surface Waters Permit Information Manual Vol. IV, Figure 3, Page 12.

APPENDIX "D"

Pavement Evaluation and Condition Data Asphalt Pavement and Site Photographs Test Boring Records

1		1
GEO	SOL	, Inc.
V		V
Same I		1 =

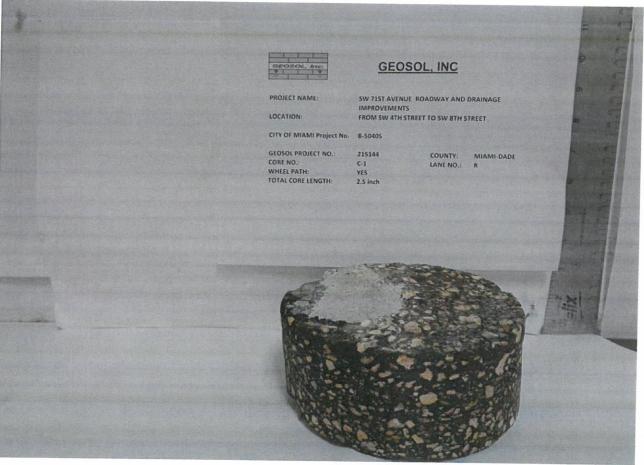
State of Florida Department of Transportation PAVEMENT EVALUATION AND CONDITION DATA

Cored by: R. Morales - GEOSOL, INC. Date: 7/2/15 Page: 1 OF 1 Typical Section No.: N/A

City of Mia County:	mi Project No.	B-50405 Miami-Dade	Name:		y and Drain W 71st Aver		ements		Lanes:		Two (2) lanes	(1 in each	direction)								
		MiameDage	1	Along St	VV / ISt Aver	nue			Shoulder T	ype & Con	d.:N/A										
GEOSOL F	Project No.	215144	S.R. No.:			- a - M -			Inside:												
			Project Lin	nits:					Outside:												
			FROM:	SW 4th S	Street																
			TO:	SW 8th 8	Street																
Median Cu	rbed?	<u>N</u>		Lawn?	Y				Other?		Curb & Gu	utter?	Y	-							
	Approxin	nate Test		Τ	Pavement	Layer (inch	es)		L			Base	Sub Base	[Cra	ck		Pavement	Rut	Cross	Comments
Core	Location	(FEET)	Lane	Wheel	Тор						Core							Condition	Depth	Slope	Comments
No.	STATION	OFFSET		Path	FC-2	FC-4	S-111	S-I	Type-III	Binder	Length (inches)	(inches)	(in the set)		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	0.000	Chieffe	CONDITION	26		
C-1	13+10	10' LT	R	X	-	0.5		-	2.0	-	2.5			(inches)					(in.)	(ft / 6 ft)	
C-2	20+75	10' RT	L	X	-	0.5	-		1.5	-	2.0	12.0	≥12.0	1.0	-	-	-	P	1	0.024	See Note 1
									1.0		2.0	12.0	≥12.0	2.0	-	-	-	P	1 1/4	0.021	See Note 1

NOTES: 1) BASE MATERIAL CONSISTS OF SLIGHTLY SILTY FINE TO MEDIUM SAND WITH SOME LIMEROCK FRAGMENTS (A-1-b), AND SUBBASE MATERIAL CONSISTS OF SLIGHTLY SILTY FINE TO MEDIUM SAND WITH TRACE OF LIMEROCK FRAGMENTS (A-3), 2) R = RIGHT LANE 3) L = LEFT LANE







STATES STATES	See Lades
GEOSOL	
FILL	
age of the second second	The second second

GEOSOL, INC

SW 71ST AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS FROM SW 4TH STREET TO SW 8TH STREET

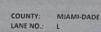
PROJECT NAME:

LOCATION:

CITY OF MIAMI Project No. 8-50405

2 inch

EOSOL PROJECT NO .:	215144
ORE NO .:	C-2
VHEEL PATH:	YES
OTAL CORF LENGTH	2 Inch





L

	SOL, lakes,							TEST BORING	RECORD	BORING No. C-1
			A D					(ASTM D-	586)	
	APCTI		TAVE ROS	adway	and Drain	nage Improv	rements			SHEET No. 1 OF 1
		TION: NOR	THING #							GEOSOL PROJECT No. 215144
		ER (FEET):		.).		EASTING (ft	1	ELEVATION (ft)	1	
DATE	TIME	DEPTH (ft)	CASING	ТТ	YPE	CASING	SAMPLE SS	CORE	TUBE	DATUM (ft): NGVD, 1929
			L (ft)		A.(in)	3	1 - 3/8 ID			DATE START: 7/2/2015 DATE FINISH: 7/2/2015
			-	FA	.(lbs) LL(in)		140 30			DRILLER: R Morales
		ć		T	T				L	EQUIP/HAMMER: B-53/ AUTO.
ОЕРТН, М	SAMPLE No.	STRATUM No.	BLOWS / 6"	N Value (bpf)	SYMBOL		MA	ATERIAL DES	CRIPTION	REMARKS
1			14		0	to 2.5": Asp 5" to 1 2' B	halt Pavement		and the second	
1	S-1	1	11	18	WWW wi	th Some Lin	nerock Fragmen	y Fine to Medium s ts (Base; A-1-b)	SAND	BORING TERMINATED AT DEPTH
2		ŀ	7		2000 1.	2' to 2.21': E	Brown Slightly Sil	ty Fine to Medium ents (Stabilized Su	SAND	OF 2.21 ft. BOREHOLE
3					****		cimerock riagme	ente (Stabilized Su	bbase; A-3)	GROUTED
4 5 6 7 8 9 10 11 12 13 14 15 16 7 8 9										
1										
NS/FT.		DENICITY								
NS/FT.	Very L	DENSITY	BL	OWS/FT				SAMPLE IDE	TIFICATION	
	Loose	m Dense		0-1 1-3 3-6	Very Sof Soft Medium		- s	 Hand Auger Split Spoon Thin Wall Tube 		- FILL - SAND - ORGANIC SOILS / MUCK
40	Very D			6-12 12-24	Stiff Very Stiff		- U	 Undisturbed Piston Diamond Core 		- ORGANIC SOILS / MUCK - SILT - CLAY
				> 24	Hard	1	6886 - V	V - Wash Sample		- CLAY

	SOL,						-	TEST BORING	RECORD	BORING No. C-2	
and the second division of the second divisio	LAKES,	and the second division of the second divisio	_					(ASTM D-	1586)		
			th Ave Roa	adway	and Dra	ainage Improv	ements			SHEET No. 1 OF 1	
	T: APCTI									GEOSOL PROJECT No. 215144	
		TION: NOF		t):		EASTING (ft)):	ELEVATION (ft)	:	GEOSOL PROJECT No. 215144	
ROUN	DWATE	R (FEET)	N/A			CASING	SAMPLE	CORE	TUBE	DATUM (ft): NGVD, 1929	
DATE	TIME	DEPTH (ft	L (ft)		YPE A.(in)	NW 3	SS 1 2/0 ID			DATUM (ft): NGVD, 1929 DATE START: 7/2/2015	
			- (11)		r.(lbs)		1 - 3/8 ID 140			DATE FINISH: 7/2/2015	
				FA	LL(in)		30			DRILLER: R. Morales EQUIP./HAMMER: B-53/ AUTO.	
ОЕРТН, п	SAMPLE No.	STRATUM No.	BLOWS / 6"	N Value (bpf)	SYMBOL.		MA	ATERIAL DES	CRIPTION	REMARKS	
			- 14			0 to 2.0": Aspl	halt Pavement		and the second		and the second
1	S-1		11	20		with Some Lin	nerock Fragmen	y Fine to Medium t ts (Base; A-1-b)	SAND	PODINO TERMINITER IN	
2			9			1.2' to 2.17': B	rown Slightly Sil	v Fine to Medium	SAND	BORING TERMINATED AT DEPTH OF 2.17 ft. BOREHOLE	
3			0			with Trace of L	Imerock Fragme	ents (Stabilized Su	bbase; A-3)	GROUTED	
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 3 4 5 WWS/FT. 0-3	Verv	DENSITY	BL	.ows#1		SISTENCY		\$AMPLE IDE	NTIFICATION		
			BL						NTIFICATION		
3-8	Very I Loose	1		0 1 1-3	Very S Soft	Soft	1111+	H - Hand Auger		· FILL	
8-24 4-40		m Dense		3-6 6-12	Mediur Stiff	m Stiff	1111 - 1	 Split Spcon Thin Wall Tube 		- SAND	
40	Very I			12-24	Very S	ibff	C	 Undisturbed Piston Diamond Core 		- SILT - CLAY	
				> 24	Hard		X0000	V - Wash Sample		- CLAY	