

SPECIFICATIONS AND REQUIREMENTS
CONCRETE AND ASPHALT RESTORATION SERVICES

A. SCOPE

1. The WORK to be performed under this Contract shall consist of furnishing and installing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for asphalt and concrete restoration services, including repair/maintenance of roadway systems, concrete sidewalk repairs, driveway repairs, landscape restoration, pavement marking restoration, and maintenance of traffic per specifications within Broward County service area.
2. The purpose of this program is to provide general construction operations and a method of restoring surfaces once utility excavations are completed. CONTRACTOR shall properly restore surfaces to previously existing conditions or better. Most day- to-day projects will be small in nature but there may be the possibility of exceptions as it relates to large projects within the County.

B. ABBREVIATIONS AND DEFINITIONS:

The following are referenced throughout the solicitation and Contract. Additional definitions are found under the Broward County Procurement Code, as amended.

BIDDER:	Any individual, firm, or corporation submitting a bid for this contract, acting directly or through a duly authorized representative.
CALENDAR DAY:	Every day including Saturday, Sunday, and any Holiday.
CONTRACT ADMINISTRATOR:	The ranking managerial employee of the Broward County Water and Wastewater Operations Division or some other employee expressly designated as Contract Administrator in writing by said ranking managerial employee.
CONTRACT DOCUMENTS:	The official documents setting forth bidding information, requirements, and contractual obligations for the Projects and includes the Scope of work, General Conditions, Invitation to Bid, Addenda, Special Instructions for Vendors, Drawings, General Requirements, Technical Specifications, Bid forms, Bonds, Notice of Award, Supplements, Certificates, Purchase Order(s) and any additional documents the submission of which is required by these Projects.
COUNTY PROJECT MANAGER:	Project Manager is defined as the ranking managerial employee for each County Agency utilizing the contract, or

an employee expressly designated by the Water and Wastewater Operations Division.

- 1) The County Project Manager has the responsibility to ensure that both COUNTY and CONTRACTOR comply with the provisions of the contract. The primary responsibilities of the County Project Manager are to coordinate and communicate with CONTRACTOR and to manage and supervise services provided under the terms and conditions of this contract for their respective agency.
- 2) The County Project Manager for each County agency shall approve all requests for work for their respective agency. Confirmation of designated County Project Manager for each agency may be obtained by contacting the Contract Administrator of the Broward County Water and Wastewater Operations Division.

CONTRACTOR: The person, firm, or corporation with whom Broward County has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of CONTRACTOR shall be deemed a reference to CONTRACTOR.

COUNTY/OWNER: Broward County, Florida, the public body, agency, or instrumentality which is a party hereto and for which this Contract is to be performed. In the event COUNTY exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to COUNTY's regulatory authority as a governmental body and shall not be attributable in any manner to COUNTY as a party to this Contract.

DEPARTMENT or STATE: Any reference to the "State" or "Department" in FDOT standards and references shall be replaced by the "Broward County Water and Wastewater Operations Division"

ENGINEER OF RECORD: Employee of the County or COUNTY's Consultant who provides professional engineering services and who is responsible for signed and sealed design plans.

FDOT: Florida Department of Transportation, the State agency responsible for permitting, planning, construction, traffic operations and maintenance on the State Highway System.

MOT: Maintenance of Traffic which encompasses the planning, design, and implementation of temporary traffic control plans for the safe accommodation of vehicles, pedestrians, bicyclists, transit users, and construction workers through, and within, a roadway construction work zone or emergency incident area.

REGULAR BUSINESS HOURS:	Monday thru Friday, 7:30 AM thru 5:00 PM, pre-scheduled with the Contract Administrator or County Project Manager or designee.
PO:	Purchase Order, which is the administrative directive from the County that authorizes CONTRACTOR to commence permitting or work.
OTHER HOURS:	Monday thru Friday, 5:01 PM thru 7:29 AM, including all day Saturday, Sunday, and County recognized holidays, pre-scheduled with the Contract Administrator or County Project Manager or designee prior to performance of work.
PROJECT:	The individual projects described in the Contract Documents, including the Work described therein. County agencies shall initiate individual projects and work performed in accordance with the Contract Documents.
SUBCONTRACTOR:	A person, firm or corporation having a direct contract with CONTRACTOR including one who furnishes material worked to a special design according to the Contract Documents but does not include one who merely furnishes materials not so worked.
WWOD:	Broward County Water and Wastewater Operations Division, this agency will be responsible for the administration of this Contract.
WZTC:	Work Zone Traffic Control, which is often used interchangeably with MOT. The preparation, implementation, and supervision of MOT activities.

C. GOVERNING STANDARDS AND SPECIFICATIONS

CONTRACTOR must perform in accordance with requirements of the Contract Documents, Broward County Water and Wastewater Services "Minimum Design and Construction Standards" including all appurtenances thereto, and all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA) in a competent and professional manner and in compliance with all applicable building, safety, technical and related codes and laws.

1. Construction activities shall conform to the latest edition of:
 - A. The Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition. Referred herein as "FDOT Standard Specifications. Available at:
<https://www.fdot.gov/programmanagement/Implemented/SpecBooks/>
 - B. The FDOT Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System, latest edition.
 Referred herein as FDOT Design Standards. Available at:

<https://www.fdot.gov/design/standardplans/current/default.shtm>.

Note: Maintenance of Traffic/Work Zone Traffic Control standards are incorporated in Index Series 600.

- C. Broward County Water and Wastewater Services Minimum Design and Construction Standards available at:
<https://www.broward.org/WaterServices/Engineering/Pages/MinimumDesignandConstructionStandards.aspx>
- D. Broward County Traffic Engineering Standards available at:
<https://www.broward.org/Traffic/Pages/Publications.aspx>
- E. The Americans with Disabilities Act Accessibility Guidelines (ADAAG) available at: <https://www.access-board.gov/buildings.html>
- F. Minimum Standards, Applicable to Public Right-of-Way under Broward County, Florida Jurisdiction. Exhibit 25A, Broward County Administrative Code. Copies of the "Minimum Standards" may be downloaded at:
<https://www.broward.org/BCEngineering/Documents/Exhibit25A-BCAdminCodeMinStd10-25-2005.pdf>

D. CONTRACT REQUIREMENTS

1. CONTRACTOR agrees to cooperate and work with all Broward County divisions in scheduling work requested. CONTRACTOR will be notified via work order approximately ten (10) calendar days in advance of recommended completion date of each project, except during emergencies. Time of project completion shall be two business days after the issuance of a Purchase Order or by written mutual agreement of the County Project Manager and CONTRACTOR, depending on the work and/or site conditions.
2. For each individual project and when required by COUNTY, a Maintenance of Traffic (MOT) plan shall be prepared in accordance with the Manual of Uniform Traffic Control Devices and the FDOT Design Standards. Costs for MOT Plans and work plans must be included in the MOT items prices.
3. If the approved MOT Plans do not require law enforcement on the jobsite and CONTRACTOR desires to have law enforcement, CONTRACTOR shall be responsible for all costs incurred for law enforcement.
4. Lane closures are prohibited between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.
5. The work embraced in this Contract shall commence only when sufficient material, equipment, personnel, etc., are available; consequently, it can be carried out regularly, uninterrupted, and completed without delay. CONTRACTOR is responsible for estimation of all materials necessary for completion of any project.

6. MEASURE OF PERFORMANCE

CONTRACTOR's performance will be evaluated on how well he or she performs, including but not limited to the following:

- a. Adhering to the work order issued by the County Project Manager or designee.
- b. Accurately recording and reporting the work performed.

- c. Accurately reporting all problems discovered while performing the work.
- d. Maintaining strict control of the work procedure and maintaining a level of professionalism.
- e. Maintaining a clean and tidy appearance.
- f. Being courteous and respectful to all customers.

7. CONTRACTOR REQUIREMENTS

- a. CONTRACTOR shall not start work on any project until specifically authorized by the County Project Manager.
- b. CONTRACTOR shall submit an estimate for each individual project within 48 hours of receipt a work order. The estimate shall include line items to be used from this Procurement Contract, quantity, unit price and a total price.
- c. Provide competent supervision when providing services under the condition of this Procurement Contract.
- d. CONTRACTOR shall always keep the County Project Manager informed on a project ordered under these items.
- e. CONTRACTOR shall resolve any complaint as a result from their work.
- f. The County Project Manager or County's designee will be the final authority for determining the extent of repair under this provision.
- g. CONTRACTOR employees shall always present a neat and clean appearance. All Contractor employees must wear a professional uniform with the company name permanently affixed to the uniform.
- h. CONTRACTOR's company name must be clearly marked on both sides of its vehicles.
- i. The Daily Service Report (Attachment "A-1") must be signed by the County designee/Contractor and submitted with invoice when work is completed. Failure to have the report signed may result in CONTRACTOR not being paid for the service.
- j. Submit CONTRACTOR signed copy of delivery ticket for each load of asphalt and other materials obtained from asphalt concrete production facility.
- k. Submitting to County Project Manager or authorized designee all Daily Service Reports (DSR) within 24 hours. (Attachment "A-1"). DSR shall include all materials, equipment and labor hours utilized in each project.
- l. Contractor is responsible to notify the Project Coordinator or designee at least 48 hours in advance before restoration crew is mobilized. The notice should include the date and time of completion.
- m. If CONTRACTOR requires assistance from COUNTY due to an unforeseeable situation, the vendor shall immediately stop work and contact the requesting agency's Contract Administrator or County Project Manager. Vendor shall remain at site until requesting agency's staff arrive.
- n. All employees of CONTRACTOR and any subcontractors shall be, always, the responsibility of CONTRACTOR, under his or her sole discretion and not an employee or agent of Broward County. Broward County may require CONTRACTOR to remove an employee it deems careless, incompetent, insubordinate, or otherwise objectionable.

and whose continued employment on County property is not in the best interest of the County.

- o. COUNTY reserves the right to scrutinize, and reject as unsuitable, any employee of CONTRACTOR for just cause.
- p. CONTRACTOR shall take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs because of their fault or negligence.
- q. All equipment shall be utilized in accordance with OSHA requirements approved. CONTRACTOR is responsible for transporting such equipment immediately and within the required response time, causing no delay in services/repairs.
- r. CONTRACTOR shall be responsible for all necessary measurements and for the accurate fitting of all work.
- s. CONTRACTOR is responsible to record color photographs from jobsite before, during and after restoration is complete. Photographs shall have a density of 3.0 megapixel or greater. Each invoice shall include photographs showing jobsite area and equipment used. The cost for photographs shall be made part of pay items provided within this contract.

8. COMPLETION TIME

Restoration service requests shall be completed within two business days from the time of notification via Purchase Order or upon written establishment of a mutually agreed upon start date.

9. HOURS OF WORK

- a. Regular County Business Hours shall be from 7:30 a.m. to 5:00 p.m., Monday through Friday with a preference for the work to be completed by 3:00 p.m. Work may continue past a normal eight- hour work shift, if needed. All other hours shall be from 5:01 p.m. to 7:29 a.m., Monday through Friday and all hours Saturday, Sunday, and Broward County holidays. Overtime hours must be approved by the requesting Division prior to work being performed outside of regular business hours.
- b. All restoration services should be performed during regular County business hours, Monday through Friday, except for holidays, unless requested and scheduled by the Contract Administrator, or their designee.
- c. Emergency mobilization shall be available twenty-four (24) hours, seven (7) days a week.

10. EMERGENCY SERVICES

- a. Emergency service shall be service that is requested by the County Project Manager and/or designee.
- b. Emergency Service shall be available twenty-four (24) hours daily, seven (7) days a week. CONTRACTOR must be available 24/7 to meet emergency requirements. CONTRACTOR must provide a cell phone number that is monitored 24/7. On-site response time shall not exceed four-(4) hours after receiving an emergency call. Failure to adhere to the four-(4) hours on-site response time may cause to terminate the contract.
- c. Only time on jobsite shall be invoiced. CONTRACTOR shall make every effort to

expedite the procurement of emergency repair materials as directed by COUNTY. Emergency temporary restorations must be completed the same day of the emergency notification to reduce the likelihood of vehicular damage and delays in traffic flow.

- d. CONTRACTOR's performance and timely response to emergency service/repair calls will be carefully monitored. Failure to adhere to the response time may cause to cancel the contract.
- e. The Daily Service Report, Attachment "A-1", shall be required.

11. QUALIFICATIONS

- a. Prospective bidders must be able to show evidence that they are qualified and capable to fulfill and abide by the requirements listed.
- b. CONTRACTOR shall provide the specified service requirements in accordance with all federal, state, and local applicable laws, standards, and regulations necessary to perform the services.
- c. Prior to award, County personnel from the Water and Wastewater Operations Division and various other agencies may require CONTRACTOR's personnel to do a practical demonstration of verbal communication and mechanical skills. CONTRACTOR's bid may be rejected if their personnel cannot successfully demonstrate their professional abilities.
- d. Only personnel of CONTRACTOR who have successfully demonstrated their skills shall be allowed to work on County repairs during the term of the contract. CONTRACTOR is responsible for immediately notifying each County Project Manager of any personnel changes.
- e. CONTRACTOR must supply service personnel with personal protection equipment as per OSHA requirements.
- f. CONTRACTOR shall keep a record of all training of each employee. The record shall show, at a minimum, the employee's name, date of employment, date, and type of training for each class attended. A transcript of the training records shall be made available to COUNTY on request within five (5) calendar days of request.
- g. CONTRACTOR shall be responsible for supervision of any subcontractors.
- h. CONTRACTOR must abide by response times indicated in the contract.
- i. CONTRACTOR must be fully equipped and capable of meeting all specifications and requirements of this bid.

12. LABOR AND MATERIALS

- a. Unless otherwise provided herein, CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work.
- b. CONTRACTOR shall always enforce strict discipline and good order among its employees and subcontractors at the jobsite and shall not employ on the Work any unfit person or anyone not skilled in the work to which they are assigned.
- c. Contractor shall provide at least two emergency contacts. The contact information must

include full name and phone number in the event emergencies arise and they need to be contacted.

- d. All prices in bid shall be inclusive of any applicable trip charges and/or mileage. Hourly rates shall be billed with a one hour minimum and partial hours worked in excess of the initial one hour shall be billed to the closest $\frac{1}{4}$ hour increment, e.g. 1-15 min. = $\frac{1}{4}$ hour; 16-30 min.= $\frac{1}{2}$ hour, 31-45 min.= $\frac{3}{4}$ hour. The County Project Manager will verify all hours.
- e. For line items with the following units of measure, the County may order partial quantities:

Acre, Ton, Cubic Yard, Cubic Foot, Pound, Day, Square Yard and Square Foot

13. WEATHER

Extensions to the Completion Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Completion Time. These time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent CONTRACTOR from productively performing controlling items of work identified on the accepted schedule or updates resulting in:

- a. CONTRACTOR being unable to work at least fifty percent (50%) of the normal workday on controlling items of work identified on the accepted schedule or updates due to adverse weather conditions; or
- b. CONTRACTOR must make major repairs to the work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by CONTRACTOR, and providing that CONTRACTOR was unable to work at least fifty percent (50%) of the normal workday on controlling items of work identified on the accepted schedule or updates.

14. INSPECTION OF WORK

- a. County personnel shall always have access to the work, and CONTRACTOR shall provide proper facilities for such access and for inspecting, measuring, and testing.
 - i. Should the Contract Documents, County Project Manager's instructions, any laws, ordinances, or any public authority require any of the work to be specially tested or approved, CONTRACTOR shall give County Project Manager timely notice of readiness of the work for testing. If the testing or approval is to be made by an authority other than County, timely notice shall be given of the date fixed for such testing. Testing shall be made promptly, and, where practicable, at the source of supply. If any of the work should be covered up without approval or consent of County Project Manager, it must, if required by County Project Manager, be uncovered for examination, and properly restored at CONTRACTOR's expense.
 - ii. County Project Manager may order reexamination of any of the work with prior written approval by the Contract Administrator, and if so ordered, the work must be uncovered by CONTRACTOR. If such work is found to be in accordance with the Contract Documents, County shall pay the cost of reexamination and replacement. If such work is not in accordance with the Contract Documents, CONTRACTOR shall pay such cost.
- b. Inspectors shall have no authority to permit deviations from, nor to relax any of the

provisions of the Contract Documents, nor to delay the Contract by failure to inspect the materials and work with reasonable promptness without the written permission or instruction of County Project Manager. CONTRACTOR assumes responsibility if there is a deviation from the Contract Documents.

- c. The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by CONTRACTOR to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of CONTRACTOR will constitute a breach of this Contract.

15. SUPERINTENDENCE AND SUPERVISION

- a. The orders of County are to be given through County Project Manager, which instructions are to be strictly and promptly followed in every case. CONTRACTOR shall keep on the project during its progress, a full-time competent superintendent/supervisor capable of communicating in English and any necessary assistants, all satisfactory to County Project Manager. The superintendent shall not be changed except with the written consent of County Project Manager, unless the superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ. The superintendent shall represent CONTRACTOR and all directions given to the superintendent shall be as binding as if given to CONTRACTOR and will be confirmed in writing by County Project Manager upon the written request of CONTRACTOR. CONTRACTOR shall give efficient supervision to the work, using its best skill and attention.
- b. Daily, CONTRACTOR's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the work; time of commencement of work for the day; the work being performed; materials, labor, personnel, equipment and subcontractors at the Job-site; visitors to the Job-site, including representatives of County, regulatory representatives; any special or unusual conditions or occurrences encountered; and the time of termination of work for the day. All information shall be recorded in the daily log in ink. The daily log shall be kept on the jobsite and shall always be available for inspection and copying by County.
- c. If CONTRACTOR, in the course of prosecuting the work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, it shall be CONTRACTOR's duty to immediately inform County Project Manager, in writing, and County Project Manager will promptly review the same. Any work done after such discovery, until authorized, will be done at CONTRACTOR's sole risk.
- d. CONTRACTOR shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

16. RIGHTS OF VARIOUS INTERESTS

Whenever work being done by County's forces or by other CONTRACTORS is contiguous to or within the limits of work covered by this Contract, the respective rights of the various interests involved shall be established by the Contract Administrator to secure the completion of the various portions of the work in general harmony.

17. DIFFERING SITE CONDITIONS

- a. In the event that during the course of the work CONTRACTOR encounters subsurface or concealed conditions at the jobsite which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the jobsite, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, CONTRACTOR, without disturbing the conditions and before performing any work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify County Project Manager in writing of the existence of the aforesaid conditions.

County Project Manager shall, within two (2) business days after receipt of CONTRACTOR's written notice, investigate the site conditions identified by CONTRACTOR. If, in the sole opinion of County Project Manager, the conditions do materially so differ and cause an increase or decrease in CONTRACTOR's cost of, or the time required for, the performance of any part of the work, whether or not charged as a result of the conditions, CONTRACTOR shall provide revised estimate including adjustment to the Contract Price, or the Contract Time, or both for County Project Manager approval. If County Project Manager and CONTRACTOR cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to Contract Administrator for final determination.

Should Contract Administrator determine that the conditions of the jobsite are not so materially different to justify a change in the terms of the Contract, Contract Administrator shall so notify CONTRACTOR in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto.

- b. No request by CONTRACTOR for an equitable adjustment to the Contract under this provision shall be allowed, unless CONTRACTOR has given written notice in strict accordance with the provisions of this Article.
- c. No request for an equitable adjustment or change to the Project's price or completion time for differing site conditions shall be allowed if made after the date certified by Contract Administrator as the date of substantial completion.

18. PLANS AND WORKING DRAWING

County shall have the right to modify the details of the plans and specifications, to supplement the plans and specifications with additional plans, drawings, or additional information as the work proceeds, all of which shall be considered as part of the Contract Documents.

19. CHECK PLANS, SPECIFICATIONS AND DATA

CONTRACTOR shall verify all dimensions, quantities and details shown on the work orders, plans, specifications or other data received from County Project Manager, and shall notify County Project Manager of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. CONTRACTOR will not be allowed to take advantage of any error, omission or discrepancy, as full instructions will be furnished by County Project Manager. CONTRACTOR shall not be liable for damages resulting from errors, omissions, or discrepancies in the Contract Documents unless CONTRACTOR recognized such error, omission or discrepancy and knowingly failed to report it to County Project Manager.

20. CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS

- a. CONTRACTOR shall accept full responsibility for the work against all loss or damage of whatsoever nature sustained until final acceptance by County and shall promptly repair any damage done from any cause whatsoever.
- b. CONTRACTOR shall be responsible for all materials, equipment and supplies pertaining to the work. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by County, CONTRACTOR shall replace same without cost to County.

21. WARRANTY

CONTRACTOR warrants to County that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all the work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by County Project Manager, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

22. SUPPLEMENTARY DRAWINGS

- a. When, in the opinion of County Project Manager, it becomes necessary to explain the work to be done more fully or to illustrate the work further, or to show any changes, which may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by County Project Manager.
- b. The supplementary drawings shall be binding upon CONTRACTOR with the same force as the Contract Documents. Where such supplementary drawings require either less or more than the original quantities of work, appropriate adjustments shall be made.

23. DEFECTIVE WORK

- a. County Project Manager shall have the authority to reject or disapprove work, which County Project Manager finds to be defective. If required by County Project Manager, CONTRACTOR shall promptly either correct all defective work or remove such defective work and replace it with non- defective work. CONTRACTOR shall bear all direct, indirect, and consequential costs of such removal or corrections including cost of testing laboratories and personnel.
- b. Should CONTRACTOR fail or refuse to remove or correct any defective work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by County Project Manager, Contract Administrator shall have the authority to cause the defective work to be removed or corrected or make such repairs as may be necessary at CONTRACTOR's expense. Any expense incurred by County in making such removals, corrections, or repairs, shall be paid for out of any monies due or which may become due to CONTRACTOR, or may be charged against the Performance Bond. In the event of failure of CONTRACTOR to make all necessary repairs promptly and fully, County may declare CONTRACTOR in default.
- c. If within one (1) year after the date of substantial completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, or by any specific provision of the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, CONTRACTOR, after receipt of written notice from County, shall promptly correct such

defective or nonconforming work within the time specified by County without cost to County, to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation that CONTRACTOR might have under the Contract Documents.

- d. Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate County to final acceptance.

24. SUBCONTRACTS

- a. Each subcontractor must possess certificates of competency and licenses required by law. CONTRACTOR shall have a continuing obligation to notify County Project Manager of any change in subcontractors.
- b. CONTRACTOR shall not employ any subcontractor against whom County may have a reasonable objection. CONTRACTOR shall not be required to employ any subcontractor against whom CONTRACTOR has a reasonable objection.
- c. CONTRACTOR shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors and of persons for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and County or any obligation on the part of County to pay or to see the payment of any monies due to any subcontractor. County may furnish to any subcontractor evidence of amounts paid to CONTRACTOR because of specific work performed.
- d. CONTRACTOR agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of County.

25. SEPARATE CONTRACTS:

- a. If any part of CONTRACTOR's work depends for proper execution or results upon the work of any other persons, CONTRACTOR shall inspect and promptly report to County Project Manager any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure to inspect and report shall constitute an acceptance of the other person's work as fit and proper for the reception of CONTRACTOR's work, except as to defects which may develop in other CONTRACTOR's work after the execution of CONTRACTOR's.
- b. CONTRACTOR shall conduct its operations and take all reasonable steps to coordinate the prosecution of the work to create no interference or impact on any other CONTRACTOR on the site. Should such interference or impact occur, CONTRACTOR shall be liable to the affected CONTRACTOR for the cost of such interference or impact.
- c. To ensure the proper execution of subsequent work, CONTRACTOR shall inspect the work already in place and shall at once report to County Project Manager any discrepancy between the executed work and the requirements of the Contract Documents.

26. LANDS FOR WORK

- a. County shall provide, as may be indicated in the Contract Documents, the lands upon which the work is to be performed, rights-of-way and easements for access thereto and such other lands as are designated by County for the use of CONTRACTOR.

- b. CONTRACTOR shall provide, at CONTRACTOR's own expense and without liability to County, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. CONTRACTOR shall furnish to County copies of written permission obtained by CONTRACTOR from the owners of such land.

27. LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS

CONTRACTOR shall conform to and obey all applicable laws, regulations, or ordinances regarding labor employed, hours of work and CONTRACTOR's general operations. CONTRACTOR shall conduct its operations so as not to close any thoroughfare, nor interfere in any way with traffic on railway, highways, or water, without the written consent of the proper authorities.

28. LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT OR UTILITIES

- a. It shall be CONTRACTOR's responsibility to identify and locate all underground and overhead utility lines or equipment affecting or affected by the work.
- b. CONTRACTOR shall notify each utility company involved prior to the start of construction to arrange for positive underground location, relocation, or support of its utility where that utility may conflict with or endangered by the proposed construction. CONTRACTOR shall pay for relocation of water mains or other utilities for the convenience of CONTRACTOR.

CONTRACTOR shall pay for all charges by utility companies for temporary support of its utilities. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to CONTRACTOR for utility relocations, whether said relocation is necessary to avoid conflict with other lines.

- c. CONTRACTOR shall schedule the work in such a manner that the work is not delayed by the utility providers relocating or supporting their utilities. CONTRACTOR shall coordinate its activities with all public and private utility providers occupying the right-of-way. No compensation will be paid to CONTRACTOR for any loss of time or delay.
- d. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. COUNTY reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of CONTRACTOR. All such repairs made by CONTRACTOR are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

29. CONTINUING THE WORK

CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with County. The work shall not be delayed or postponed pending resolution of any disputes or disagreements.

30. FIELD ORDERS AND SUPPLEMENTAL INSTRUCTIONS

- a. The County Project Manager shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering changes in work execution, providing the Field Order involves no change in the Project

price or the completion time.

- b. County Project Manager shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance, provided such Supplemental Instructions involve no change in the Project price or the completion time.

31. NO INTEREST

Any monies not paid by County when claimed to be due to CONTRACTOR under this Agreement, including, but not limited to, all claims for contract damages of any type, shall not be subject to interest including, but not limited to prejudgment interest. However, the provisions of County's prompt payment ordinance, as such relates to timeliness of payment, and the provisions of Section 218.74(4), Florida Statutes as such relates to the payment of interest, shall apply to valid and proper invoices.

32. FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

- a. The entire responsibility for establishing and maintaining line and grade in the field lies with CONTRACTOR. When County Project Manager requires record drawings, CONTRACTOR shall maintain an accurate and precise record of the location and elevation of all pipelines, conduits, structures, maintenance access structures, hand holes, fittings and the like and shall prepare record or "as-built" drawings of the same which are sealed by a Professional Surveyor. CONTRACTOR shall deliver these records in good order to County Project Manager as the work is completed. All record drawings shall be made on reproducible paper and shall be delivered to County Project Manager prior to and as a condition of final payment.
- b. CONTRACTOR shall maintain in a safe place at the jobsite one record copy of all Drawings, Plans, Specifications, Addenda, written amendments, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents shall always be available to County Project Manager for reference. Upon Final Completion of the Project and prior to Final Payment, these record documents shall be delivered to the Contract Administrator.

33. SAFETY AND PROTECTION

- a. CONTRACTOR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - i. All employees on the work site and other persons who may be affected thereby.
 - ii. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the jobsite ; and
 - iii. Other property at the jobsite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.
- b. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify

owners of adjacent property and utilities when prosecution of the work may affect them. All damage, injury or loss to any property caused directly or indirectly, in whole or in part, by CONTRACTOR, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the work shall continue until all the work is completed and acceptable.

- c. CONTRACTOR shall designate a responsible member of its organization at the work site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's Superintendent unless otherwise designated in writing by CONTRACTOR to COUNTY.

34. PAYMENT BY COUNTY FOR TESTS

Except when otherwise specified in the Contract Documents, the expense of all tests requested by County shall be borne by County and performed by a testing firm chosen by County. For road construction projects the procedure for making tests required by County will be in conformance with the most recent edition of the State of Florida, Department of Transportation Standard Specifications for Road and Bridge Construction. CONTRACTOR shall pay the cost of any required test that CONTRACTOR fails.

35. HURRICANE PRECAUTIONS

- a. During such periods as are designated by the United States Weather Bureau as being a hurricane warning or alert, CONTRACTOR, at no cost to COUNTY, shall take all precautions necessary to secure the jobsite in response to all threatened storm events, regardless of whether the County Project Manager has given notice of same.
- b. Compliance with any specific hurricane warning or alert precautions will not constitute additional work.
- c. Suspension of the work caused by a threatened or actual storm event, regardless of whether COUNTY has directed such suspension, will entitle CONTRACTOR to additional Contract Time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

36. CLEANING UP; COUNTY'S RIGHT TO CLEAN UP

CONTRACTOR shall always keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the project, CONTRACTOR shall remove all its waste materials and rubbish from and about the site as well as its tools, construction equipment, machinery, and surplus materials. If CONTRACTOR fails to clean up during the prosecution of the work or at the completion of the work, County may do so, and the cost thereof shall be charged to CONTRACTOR. If a dispute arises between CONTRACTOR and separate CONTRACTORS as to their responsibility for cleaning up, County may clean up and charge the cost thereof to the CONTRACTORS responsible therefore as County Project Manager shall determine to be just.

37. REMOVAL OF EQUIPMENT

In case of termination of this Contract before completion for any cause whatever, CONTRACTOR, if notified to do so by County, shall promptly remove any part or all of CONTRACTOR's equipment and supplies from the property of County, failing which County shall have the right to remove such equipment and supplies at the expense of CONTRACTOR.

E. MAINTENANCE OF TRAFFIC (MOT) / WORK ZONE TRAFFIC CONTROL (WZTC)

1. General MOT/WZTC Requirements

- a. CONTRACTOR shall perform all work and services associated with this Contract in a safe and efficient manner to continuously protect motorists, pedestrians, workers, and the public at-large within and in the vicinity of the work zone.
- b. CONTRACTOR shall implement and continuously comply with the MOT and WZTC requirements and criteria outlined in the most current version of the FDOT Design Standards, Index 600 series and COUNTY's Minimum Standards applicable to public rights-of-way under Broward County jurisdiction.
- c. CONTRACTOR shall inherently be paid for installation and maintenance of all MOT and WZTC equipment and labor in accordance with the unit prices for Maintenance of Traffic Pay Items. Payment for MOT shall only be applicable for Furnish and Install, Install, Remove and Relocate pay items performed in the public right-of-way that specifically require implementation of MOT/WZTC measures.
- d. CONTRACTOR shall not be paid MOT for "Furnish Only" items or any other services that do not specifically require the implementation of MOT/WZTC measures in the public right-of-way.
- e. CONTRACTOR shall be responsible for all maintenance of traffic (which includes all traffic control devices shown on the approved MOT Plan) during construction or repair work. Prior to commencement of work, CONTRACTOR shall submit a MOT Plan, certified by an International Municipal Signal Association (IMSA) Supervisor, American Traffic Safety Services Association (ATSSA) Supervisor, or a Florida licensed Professional Engineer, to the Traffic Engineering Division for County approval or the Local Municipality for approval, depending on the roadway jurisdiction. No work shall commence until receipt of approval. Submissions shall be provided to the requesting agency Project Manager or designee for approval.
- f. A Certified Worksite Traffic Control Officer shall be present to direct the initial setup of the traffic control plan, shall be available on a 24-hour basis, shall participate in all changes to traffic control, and shall review the project daily. The MOT is valid for the duration of the permit or completion of the project's PO, whichever comes first. Once the MOT is approved by the County Project Manager, the permitted CONTRACTOR shall be solely responsible for the installation and maintenance of the approved work zone traffic control devices throughout the length of the project.
- g. CONTRACTOR shall be responsible for all traffic control equipment delivered to the jobsite as a part of the approved MOT plan. All equipment shall be clean, operational, and fully reflective as per intended design and the requirements of FDOT Design Standards, Index 600 series. Failure to ensure all aspects of these criteria will be cause for immediate suspension of work until the sub-standard equipment is repaired or replaced.
- h. The information provided on the MOT plans may consist of simply notes and references to the FDOT Design Standards, Index 600 series or may be as elaborate as detailed individual phase layouts using profile sheets and interchange and intersection layout sheets, all depending on the complexity of the PO/as determined by the County Project Manager. CONTRACTOR shall provide to the County Project Manager all requested information needed for approval, including CONTRACTOR's proposed MOT plan. The MOT plans shall adhere to the FDOT Design Standards, Index 600 series and all applicable sections of COUNTY's Minimum Standards.

2. MOT/WZTC Certifications

- a. CONTRACTOR and/or its subcontractor shall, always, have all flag persons certified in FDOT, ATSSA or equivalent flagger courses.
- b. CONTRACTOR must also maintain a Traffic Control Officer that routinely inspects the work areas under construction daily and must be at the jobsite during working hours within three hours of notification by either the on-site supervisor or the County Project Manager . CONTRACTOR's Traffic Control Officer is ultimately responsible for ensuring that all MOT and WZTC activities comply with this Contract, and that work is proceeding in a safe and efficient manner at the jobsite(s).
- c. Proof of certification shall be provided immediately to County upon request. If proof of certification is not provided, the applicable personnel shall immediately be removed from the jobsite.

F. MEASUREMENT AND PAYMENT

1. FDOT pay item description can be found at FDOT Basis of Estimate Manual <https://www.fdot.gov/programmanagement/estimates/publications/basis-of-estimates-manual/basis-of-estimates-manual>

Only exceptions described herein are applicable to the scope of work for this contract. Specifications of pay items not associated with a FDOT pay item are also described in this section.

2. If a project activity can be paid through multiple pay items, only one pay item must be used. In this case, the Contract Administrator or his designee will select appropriated pay item to pay for the work.

G. ABBREVIATIONS

Listed below are selected abbreviations used in the pay items.

ABBREVIATION	DESCRIPTION
AC	Acre
ADA	Americans with Disabilities Act
ASCE	American Society of Civil Engineers
CADD	Computer-Aided Design and Drafting
CF	Cubic Foot
CY	Cubic Yard
DI	Directional Indicator
EA	Each
ED	Each Day
FDOT	Florida Department of Transportation
F&I	Furnish and Install
GAL	Gallon
HR	Hour

ABBREVIATION	DESCRIPTION
LB	Pound
LF	Linear Foot
NA	Not Applicable
PVC	Polyvinyl Chloride
SCH	Schedule
SF	Square Foot
SY	Square Yard
TN	Ton
VP	Vertical Panels

H. PAY ITEM SPECIFICATIONS (Where not addressed within the bid table)

STANDARD MOBILIZATION/DEMOBILIZATION FOR ASPHALT WORK / FDOT PAY ITEM # 101-1

Measurement for payment for mobilization/demobilization will be based upon the actual number, each, of such mobilizations/demobilization to each project location for asphalt restoration services.

Payment to mobilize/demobilize shall constitute full compensation to perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, operations necessary for the movement of personnel, site investigation, estimates/quotes, equipment, tools, supplies, and incidentals to the job site.

STANDARD MOBILIZATION/DEMOBILIZATION FOR CONCRETE WORK / FDOT PAY ITEM # 101-1

Measurement for payment for mobilization/demobilization will be based upon the actual number, each, of such mobilizations/demobilization to each project location for concrete restoration services.

Payment to mobilize/demobilize shall constitute full compensation to perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, operations necessary for the movement of personnel, site investigation, estimates/quotes, equipment, tools, supplies, and incidentals to/from the job site.

MOBILIZATION/DEMOBILIZATION FOR PAVER WORK

Measurement for payment for mobilization/demobilization will be based upon the actual number, each, of such mobilizations/demobilizations to each project location for paver restoration services.

Payment to mobilize/demobilize shall constitute full compensation to perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, operations necessary for the movement of personnel, site investigation, estimates/quotes, equipment, tools, supplies, and incidentals to/from the job site.

EMERGENCY CALL OUT MOBILIZATION WITHIN 4 HOURS / FDOT PAY ITEM # 101-1

Measurement for payment for mobilization/demobilization will be based upon the actual number, each, of such mobilizations/demobilization to each project location within four- hour notification from COUNTY.

Payment to mobilize/demobilize shall constitute full compensation to perform preparatory work and operations in mobilizing within four hours for beginning work on the project, including, but not limited to, operations necessary for the movement of personnel, site investigation, estimates/quotes, equipment, tools, supplies, and incidentals to/from the job site.

FDOT CERTIFIED FLAG PERSON Description

Unit price of the pay item listed above includes full compensation for work performed by a FDOT certified flag person. Proof of certification must be provided to County Project Manager. In accordance with FDOT Standard Specifications for Road and Bridge Construction.

UTILITY LOCATING AND EXCAVATION TEST HOLE Description

Unit price of the pay item listed above includes full compensation for:

- a) Acquisition of any required permits to perform vacuum excavation.
- b) Detailed investigation of any available records, plans, and maps.
- c) Field staking of the exact location of the proposed features in possible conflict with existing utilities.
- d) Location of existing buried utilities or any other structures that may conflict with proposed construction.
- e) Non-destructive, vacuum excavation test hole to expose the utility at all points of possible conflict.
- f) Restoration of the test hole and marking of the location utilizing established utility designating color codes and ASCE Standards of Practice.
- g) Formal Test Hole Report and Inventory detailing all structures and utilities found including depth below natural ground and direction.
- h) Total station exhibit of the test-hole locations for CADD mapping of jobsite.

ENGINEERING WORK, SIGNED AND SEALED DRAWINGS Description

Unit price of the pay item listed above includes full compensation for work performed by a professional Florida State Licensed Engineer. Proof of license must be provided to County Project Manager. A maximum of five (5) signed and sealed sets in a format specified by the County Project Manager are required.

CURB OR CURB AND GUTTER REMOVAL

Unit price of the pay item listed above includes full compensation for performing and completing all the work of removal and legal disposal of concrete curb or curb and gutter.

REMOVAL OF EXISTING CONCRETE PAVEMENT / FDOT PAY ITEM # 110-4

Unit price of the pay item listed above includes full compensation for all the work described in the referenced FDOT pay item, except for curb and curb and gutter removal, which will be paid under a separate pay item.

REGULAR EXCAVATION / FDOT PAY ITEM # 120-1

Unit price of the pay item listed above includes full compensation for all work described in the referenced FDOT pay item. This pay item also includes the removal and legal disposal of drainage structures, pipes, asphalt, and any other materials or structures encountered.

during the excavation activities.

Payment for Excavation will be made at the unit price, cubic yard, named in the Bid Schedule, which shall constitute full compensation for saw-cutting, protection of property, protection of existing utilities, shoring and sheeting, extra excavation, disposal of surplus or unsuitable material, backfilling; and for all other appurtenant work incidental requiring excavation (FDOT Specification No. 120)

REWORKING LIMEROCK BASE,

Payment for Reworking lime rock base will be made at the unit price, square yard, named in the Bid Schedule, which shall constitute full compensation for Rework (or rework and widen) the existing rock base, by adding new lime rock material (FDOT Specification No. 210). Item includes all material, labor and equipment with operator to complete the work.

TEMPORARY PATCH USING COLD ASPHALTIC MIX (1 INCH THICK)

Unit price of the pay item listed above includes full compensation for all labor, material to install temporary patch using cold asphaltic mix.

Payment for Temporary patch will be made at the unit price, cubic foot, named in the Bid Schedule, which shall constitute full compensation all material, labor, equipment with operator and incidentals to install temporary patch using cold asphaltic mix.

ASPHALTIC CONCRETE, TYPE S, F&I

Unit price of the pay item listed above includes full compensation for all labor, equipment, incidentals, and material as described in Section 331 of the FDOT Standard Specifications for Road and Bridge Construction, latest Edition.

Payment for Type S asphaltic concrete will be made at the unit price, ton, named in the Bid Schedule, which shall constitute full compensation for Type S asphaltic concrete specified in the Contract Documents. Item includes all material, labor and pavement equipment (paver machine and road roller) with operator to complete the work.

CONCRETE SIDEWALK, 4 inches THICK 3000 PSI/ FDOT PAY ITEM # 522-2

Unit price of the pay item listed above includes full compensation for all work described in FDOT pay item 522-2; except for the sidewalk thickness, which must be 4 inch minimum. Curb ramps and detectable warning installations are not covered under this pay item. Item includes all material, labor and equipment with operator to complete the work.

CONCRETE SIDEWALK, 6 inches THICK 3000 PSI/ FDOT PAY ITEM # 522-2

Unit price of the pay item listed above includes full compensation for all work described in FDOT pay item 522-2; except for the sidewalk thickness, which must be 6 inch minimum. Curb ramps and detectable warning installations are not covered under this pay item. Item includes all material, labor and equipment with operator to complete the work.

CONCRETE SIDEWALK, 10 inches THICK 3000 PSI

Unit price of the pay item listed above includes full compensation for all work described in FDOT pay item 522-2; except for the sidewalk thickness, which must be 10 inch minimum. Curb ramps and detectable warning installations are not covered under this pay item. Item includes all material, labor and equipment with operator to complete the work.

CONCRETE SIDEWALK, 12 inches THICK 3000 PSI

Unit price of the pay item listed above includes full compensation for all work described in FDOT pay item 522-2; except for the sidewalk thickness, which must be 12 inch minimum. Curb ramps and detectable warning installations are not covered under this pay item. Item includes all material, labor and equipment with operator to complete the work.

CONCRETE DRIVEWAY, 6 inches THICK 4000 PSI

Unit price of the pay item listed above includes full compensation for all work described in FDOT pay item 522-2; except for the sidewalk thickness, which must be 6 inch minimum. Curb ramps and detectable warning installations are not covered under this pay item. Item includes all material, labor and equipment with operator to complete the work.

CONCRETE DRIVEWAY, 12 inches THICK 4000 PSI Description

Unit price of the pay item listed above includes full compensation for all work described in FDOT pay item 522-2; except for the sidewalk thickness, which must be 12 inch minimum. Curb ramps and detectable warning installations are not covered under this pay item. Item includes all material, labor and equipment with operator to complete the work.

CONCRETE DRIVEWAY, 6 inches THICK 5000 PSI Description

Unit price of the pay item listed above includes full compensation for all work described in FDOT pay item 522-2; except for the sidewalk thickness, which must be 6 inch minimum. Curb ramps and detectable warning installations are not covered under this pay item. Item includes all material, labor and equipment with operator to complete the work.

CONCRETE DRIVEWAY, 12 inch THICK 5000 PSI Description

Unit price of the pay item listed above includes full compensation for all work described in FDOT pay item 522-2; except for the sidewalk thickness, which must be 12 inch minimum. Curb ramps and detectable warning installations are not covered under this pay item. Item includes all material, labor and equipment with operator to complete the work.

DETECTABLE WARNING ON EXISTING WALKING SURFACE, RETROFIT, F&I / FDOT PAY ITEM # 527-2

Unit price of the pay item listed above includes full compensation for all work described in the referenced FDOT pay item; however, the unit of measurement is square feet of installed detectable warning.

DETECTABLE WARNING ON EXISTING WALKING SURFACE, CAST-IN- PLACE, F&I

Unit price of the pay item listed above includes full compensation for all work specified in the FDOT pay item 527-2; except that the detectable warning shall be cast-in-place, and the unit of measurement is square feet of installed detectable warning. Concrete removal will be paid under a separate pay item.

ADA RAMP, SINGLE DIRECTION

Unit price of the pay item listed above includes full compensation for:

- a) All work described in FDOT Specification # 522-2.
- b) Ramp must conform with FDOT Design Standards Index #300 and #304 or variation approved by the County Project Manager.
- c) County Project Manager shall specify ramp type.

- d) Ramp size shall not exceed 100 SF.

ADA RAMP, TWO-DIRECTION

Unit price of the pay item listed above includes full compensation for:

- a) All work described in FDOT Specification # 522-2.
- b) Ramp must conform to FDOT Design Standards Index #300 and #304 or variation approved by the County Project Manager.
- c) County Project Manager shall specify ramp type.
- d) Ramp size shall not exceed 200 SF.

MULCH REPLACEMENT, F&I / FDOT PAY ITEM # NA

- a) Areas to be mulched will have existing weeds and undesirable vegetation removed, including their root systems, and a weed pre-emergent treatment applied before applying mulch.
- b) Grades are to be uniform. Smooth areas that are rough and uneven, filling in voids and holes with planting soil or another approved fill material.
- c) The mulch shall be uniformly applied to a depth of three (3) inches, or as indicated by the County, over all shrub and ground cover areas, around trees and palms in bed areas and any other areas indicated. Maintain three (3) inches clearance from trunks or stems of plants.
- d) Cypress bark or pine straw mulch will not be used.

TREE REMOVAL CREW (THREE (3) PEOPLE MINIMUM)

Unit price of the pay item listed above includes full compensation for work, labor, material, equipment, and all incidentals necessary for satisfactorily removing and legal disposal of existing tree(s) as shown in the Plans or as directed by the County Project Manager. The tree removal crew must be a three (3) people crew minimum.

TREE TRIMMING CREW (3 PEOPLE MINIMUM)

Unit price of the pay item listed above includes full compensation for work, labor, material, equipment, and all incidentals necessary for satisfactorily trimming and legal disposal of debris as directed by the County Project Manager. The trimming crew must be a three (3) people crew minimum.

ROOT BARRIER, F&I

Unit price of the pay item listed above includes full compensation for work, labor, material, and equipment required to furnish and install a 2-foot high-density polyethylene root barrier. Trench work must also be included in the unit price for this pay item.

CERTIFIED ARBORIST

Unit price of the pay item listed above includes full compensation for work performed by a certified arborist. Proof of certification must be provided to the County Project Manager.

ADDITIONAL LABORER

Unit price of the pay item listed above includes full compensation for work performed by a laborer. The County Project Manager must approve any work requiring additional laborer.

SPRINKLER HEADS POP-UP ROTATING, F&I

Unit price of the pay item listed above includes full compensation for all work, labor, material, and equipment necessary for installation of sprinkler heads pop-up rotating of existing irrigation systems.

UP TO 2-inch PVC PIPE, SCH. 40, F&I

Unit price of the pay item listed above include full compensation for all work, labor, material, and equipment necessary for installation of specified PVC pipes including fittings, valves, connections, etc. Excavation, backfilling, and restoration will be paid under separate pay items.

BACKHOE AND OPERATOR

Measurement for payment to furnish Backhoe with operator will be based upon actual hours of work performed with such equipment. The price shall be full compensation for furnishing equipment cost of use and all costs of operation, maintenance, repair, fuel, consumable fluids/oils, parts, and materials, mobilization, demobilization and transportation to and from the jobsite, and operator, all in accordance with the requirements of the Contract Documents. This item shall be approved by the County Project Manager or designee and is only to be used when required for restoration services.

DUMP TRUCK and OPERATOR, TRI-AXLE, 16 Cubic Yard MINIMUM CAPACITY

Measurement for payment to furnish Dump Truck with operator will be based upon actual hours of work performed with such equipment. The price shall be full compensation for furnishing equipment cost of use and all costs of operation, maintenance, repair, fuel, consumable fluids/oils, parts, and materials and transportation to and from the jobsite, and operator, all in accordance with the requirements of the Contract Documents. This item shall be approved by the County Project Manager or designee and is only to be used when required for restoration services.

SKID STEER AND OPERATOR (BOBCAT)

Measurement for payment to furnish skid steer and operator (Bobcat) will be based upon actual hours of work performed with such equipment. The price shall be full compensation for furnishing equipment cost of use and all costs of operation, maintenance, repair, fuel, consumable fluids/oils, parts, and materials and transportation to and from the jobsite, and operator, all in accordance with the requirements of the Contract Documents. This item shall be approved by the County Project Manager or designee and is only to be used when required for restoration services.

PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 4-inch

Unit price of the pay item listed above include full compensation for all work described in the FDOT Specification # 710-11. However, the 4-inch width was added, and the unit of measurement was changed to linear feet (LF).

MINIMUM CHARGE FOR STRIPING FOR EACH PROJECT (PAINT)

Unit price of the pay item listed above represents the minimum payment that CONTRACTOR will receive for all the stripping activities per project. For example, if the summation of all stripping pay items is less than the unit price bid under this pay item, CONTRACTOR will be paid a lump sum amount for all stripping activities per project equal to the unit price of this pay item. However, if the summation of all stripping pay items is greater than the unit price of this pay item, CONTRACTOR will be paid the actual cost of

each stripping pay item. The final marking restoration shall be the same or better than the original condition.

MINIMUM CHARGE FOR STRIPING FOR EACH PROJECT (THERMOPLASTIC)

Unit price of the pay item listed above represents the minimum payment that CONTRACTOR will receive for all the stripping activities per project. For example, if the summation of all stripping pay items is less than the unit price bid under this pay item, CONTRACTOR will be paid a lump sum amount for all stripping activities per project equal to the unit price of this pay item. However, if the summation of all stripping pay items is greater than the unit price of this pay item, CONTRACTOR will be paid the actual cost of each stripping pay item. The final marking restoration shall be the same or better than the original condition.

INSTALL/REPLACE 1 INCH METER BOX AND LID (LABOR ONLY)

Unit price of the pay item listed above include full compensation for all work, labor, and tools necessary for installation/replacement of one-inch meter box and lid.

CONTRACTOR must set meter box and lid as per Broward County Water and Wastewater Services Minimum Design and Construction Standards. Broward County shall supply meter boxes and meter lids. For more information visit WWS website: <https://www.broward.org/WaterServices/Engineering/Pages/MinimumDesignandConstructionStandards.aspx>

INSTALL/REPLACE DUAL METER BOX AND LID (LABOR ONLY)

Unit price of the pay item listed above include full compensation for all work, labor, and tools necessary for installation/replacement of dual meter box and lid.

CONTRACTOR must set meter box and lid as per Broward County Water and Wastewater Services Minimum Design and Construction Standards. Broward County shall supply meter boxes and meter lids. For more information visit WWS website: <https://www.broward.org/WaterServices/Engineering/Pages/MinimumDesignandConstructionStandards.aspx>

INSTALL/REPLACE 2 INCH METER BOX AND LID (LABOR ONLY)

Unit price of the pay item listed above include full compensation for all work, labor, and tools necessary for installation/replacement of two-inch meter box and lid.

CONTRACTOR must set meter box and lid as per Broward County Water and Wastewater Services Minimum Design and Construction Standards. Broward County shall supply meter boxes and meter lids. For more information visit WWS website: <https://www.broward.org/WaterServices/Engineering/Pages/MinimumDesignandConstructionStandards.aspx>

I. ALLOWANCE (PASS-THRU) ITEMS

- a. Payments for the pass-thru allowances shall be in accordance with SPECIAL INSTRUCTIONS TO VENDORS, Section J. These items include, but are not limited to, specialty subcontractor services, miscellaneous parts, materials, and equipment rental, permitting, and unforeseen underground conditions.

- b. In situations where the County elects to have the CONTRACTOR supply parts, materials and/or equipment rental and no prices for same have been established in this contract, the cost of these items will be on a "Pass-Thru" basis, i.e., the Contractor will charge the County the same total invoice prices he or she is charged by his or her suppliers, including freight and taxes. A copy of the Contractor's invoice(s) from supplier for such parts, materials, and rental shall be submitted with the Contractor's invoice for payment. In cases where the contractor manufactures his or her own parts, he or she will charge the County a price no higher than he or she charges his or her most favored customer. The County reserves the right to request verification.
- c. Subcontractor for pass-thru items may not charge an hourly rate higher than the awarded vendor and any parts or materials provided by the subcontractors shall be on a "pass-thru" basis. Awarded contractor will not be reimbursed for hourly rates charged by their subcontractors that are higher than the hourly rates bid by the awarded contractor. Invoices and documentation shall be provided with copies of subcontractor's invoices as per "pass-thru" requirements.
- d. Proof of the pass-thru cost shall be submitted with invoice to accounting for invoice to be processed for payment, with a copy of the costs invoice sent to the Contract Administrator of the Agency requesting the services. No markup will be permitted for these pass-thru costs.

COUNTY reserves the option to purchase and furnish parts if COUNTY determines that the prices submitted by CONTRACTOR are not fair and reasonable.

PASS-THRU ITEMS

UNFORESEEN UNDERGROUND CONDITIONS: Estimated Annual Amount \$20,000

Payments to reimburse CONTRACTOR for actual cost for unforeseen underground construction activities not specified in the contract related to soil and utility conditions, which may involve work with utility agencies, such as FPL, Comcast, AT&T, water, and sewer systems, etc.

PARTS, MATERIALS, EQUIPMENT RENTAL, AND MISCELLANEOUS ITEMS: Estimated Annual Amount \$60,000

Payments for undefined and unanticipated parts, materials, miscellaneous items, and equipment rental specific to concrete and asphalt repairs pertaining to the scope of this contract, but not listed on the item response forms, such as traffic control devices, drainage structures, heavy equipment rental, etc.

SPECIALTY SUBCONTRACTOR SERVICES: Estimated Annual Amount \$100,000

CONTRACTOR may hire specialized contractual services after obtaining written approval from the County Project Manager. Payment for specialized subcontractor activities shall be reimbursed on a cost "pass-thru" basis. Such activities not identified in the bid but related to the scope of this contract shall include, but not limited to, welding, sidewalk repairs, earthwork, concrete pavement repairs, testing. CONTRACTOR will invoice COUNTY for reimbursement.

NON-COUNTY AGENCY PERMITS AND FEES: Estimated Annual Amount \$30,000

Measurement for payment for non-Broward County permit fees will be based upon the actual permit fees paid by CONTRACTOR to the various agencies having jurisdiction for services to the locations, all in accordance with the Contract Documents. A copy of the governmental entity's invoice(s) for permits/fees must be submitted with the CONTRACTOR's invoice for payment. The COUNTY reserves the right to request verification for costs of permits/fees.