

SPECIFICATIONS AND REQUIREMENTS
BRIDGES AND MISCELLANEOUS STRUCTURES REPAIRS

A. CONTRACT SCOPE OF WORK

1. The purpose of this Contract is to perform miscellaneous bridge and structural repair work, maintenance of traffic, guardrail work and bridge-related roadway construction and maintenance activities in a competent and quality manner and in compliance with all applicable building, safety, technical and related codes and laws. Structural repair work may include culverts, retaining walls, etc. This contract will provide Broward County with the means for a quick response to resolve problems addressed above.
2. This is an open-end contract, which means that it requires flexibility in order to have work done in any order, any quantity, and at any time which is perceived as needed for high-quality and/or emergency maintenance and/or repair.
3. The services to be provided are essential to the function of the County and CONTRACTOR shall be available 24 hours a day, seven days a week, 365 days per year for emergencies related to the Contract.
4. Projects requiring right-of-way acquisition will be beyond the scope of this contract.
5. The **Broward County Bridge Inventory** is included in the Contract. This list shall not be considered to be an exhaustive list of possible work locations associated with this Contract.
6. The CONTRACTOR is required to furnish all labor, equipment, tools, materials and incidentals necessary to complete the work as indicated on the drawings and as directed in the Contract Documents. Unit prices also include all labor, equipment, materials, incidentals, transportation, fuel, bonding, insurance, billing, etc. as necessary to complete the task.
7. The CONTRACTOR will be required to: contribute to the planning of the Work; provide or contribute to Maintenance of Traffic planning; make brief written reports on work completed; and to work from informal instructions where these will suffice. Costs of such contributions are to be included in the unit prices and will not be measured separately for payment nor will there be any allowance provided. The individual FDOT Pay Items for work under this contract shall include the furnishing all labor, materials, equipment, and incidentals necessary to perform the task. Refer to each individual task for additional information.
8. Services under the Contract can be issued anywhere within the County. There are no minimum or maximum quantity or amount for a Purchase Order or NTP.
9. The CONTRACTOR agrees to cooperate and work with the County in scheduling the work requested. In usual circumstances, the CONTRACTOR will be contacted no less than three calendar days in advance of a field review meeting. After the field review meeting has been held, the CONTRACTOR will have no less than five calendar days to prepare the project estimate. The County will issue an NTP and the project start date will be stated based on a mutually agreed upon time. Project start dates will typically be within 14 days of the issuance of the NTP date, subject to the restrictions below.

10. The work ordered through this Contract shall commence only when sufficient material, equipment, personnel, etc. are available, and the work shall be carried out consecutively, uninterrupted, and completed without delay. The CONTRACTOR is responsible for estimation of all materials necessary for completion of any project designated by the County. No work on a project under this contract shall commence unless an NTP has been issued by the Project Manager or designee.
11. The CONTRACTOR will be required to obtain an annual Permit of Record from the HCED (no fee/no additional security required) to cover all work performed within County jurisdiction Right-of-ways as a result of being awarded this contract, in addition to submitting a Maintenance of Traffic application on a project specific basis.
12. All work performed within County jurisdiction right-of-way shall conform to the latest edition of the Broward County Minimum Standards applicable to public rights-of-way, which is available at the following link:
http://library.municode.com/HTML/13528/level3/CH25OPPOPUWO_EXHIBIT_25.AMISTAPPU_RI-WUNBRCOJU_TIIN.html#TOPTITLE
13. Dimensions provided in figures are to hold preference over scaled measurements from the drawings; however, all discrepancies shall be resolved by the Project Manager. CONTRACTOR shall not proceed, unless at sole risk, when in doubt as to any dimension or measurement, but shall seek clarification from Project Manager.

B. DEFINITIONS

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

1. Approved Equal and Approved Equivalent: A product determined by the County to be equal to or greater in quality or performance than the product specified. Any requests for review and approval for equivalency shall be submitted to the Project Manager after award of contract.
2. Consultant: Architect or Engineer who has contracted with County, or who is an employee of County, to provide professional services for this Contract.
3. Contract: All types of binding agreements, regardless of what they may be called, for the procurement or disposal of supplies, services or construction.
4. CONTRACTOR: Any person having a contract with the Board of County Commissioners.
5. Contract Administrator: The ranking managerial personnel of the agency requesting items or services, or an employee expressly designated by the HBMD Director. The Contract Administrator has the responsibility to ensure that the provisions of each contract are complied with by both the County and the CONTRACTOR.
6. Contract Documents: The official documents setting forth bidding information, requirements, and contractual obligations for the Project and includes the Contract, Scope of Work, General Conditions, Invitation to Bid, Addenda, Standard Instructions for Vendors, Special Instructions for Vendors, Plans, Drawings, Exhibits, General Requirements, Technical Specification, Supplementary Conditions, Bid Forms, Record of Award by Board, Bonds, Notice of Award, Notices(s) to Proceed, Supplements, Representations and Certifications, Certificates, Project Forms, Closeout Forms, Purchase Order(s), Field Order(s), and any additional documents the submission of which is required by this Project.

7. Construction: The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property owned or under the control of Broward County. It does not include the routine operation, repair, or maintenance of existing structures, buildings, or other real property.
8. County: Broward County Board of County Commissioners.
9. Emergency: A threat to public health, welfare, safety, property or other substantial loss to the County.
10. Engineer: The individual assigned by the Project Manager to be responsible for field supervision of the Work.
11. Maintenance of Traffic (MOT): 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.
12. Notice to Proceed (NTP): The administrative directive from the County that authorizes the CONTRACTOR to commence permitting or work. This may include Project Documents.
13. Project Manager: The County's Project Manager who has been designated by the Contract Administrator to be responsible for the day-to-day administration of the Contract, and ensuring that the CONTRACTOR completes the project work assignment in a timely and efficient manner, in accordance with the contract requirements. The Project Manager may delegate or designate authority to other County personnel when necessary.
14. Purchase Order (PO): A directive issued for each project or group of projects/tasks, which may include formal plans/drawings and provisions, sketches or brief handwritten instructions. This will identify the type, location, description, procedures, materials, and amount of work to be accomplished for the project/task. A Purchase Order is issued to formalize a purchase transaction with a CONTRACTOR, conveying acceptance of a CONTRACTOR's proposal. It is the budgetary authorization that assures that the funds have been encumbered within the County's accounting system for reimbursement to the CONTRACTOR after completion of the work included in the PO.
15. Vendor or Bidder: An actual or potential supplier of an item, service, or construction.

C. INTENT OF THE COUNTY

1. It is the intent of the County to describe in the NTP a functionally complete Project (or part thereof) to be constructed in accordance with the Project Documents and in accordance with all codes and regulations governing construction of the Project. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by CONTRACTOR, whether or not specifically called for in the Contract Documents.
2. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning.

3. Reference to standard specifications, manuals, or codes of any technical society, organization or association, whether such reference be specific or by implication, shall mean the latest standard specification, manual, or code in effect at the time of the bid submittal deadline and the CONTRACTOR shall comply therewith.
4. In any event, when any codes, specification, drawings, or other referenced document conflict, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the Project Manager for clarification and direction prior to commencing work or ordering materials.
5. The County's duties and obligations are expressly set forth within the Contract Documents.

D. CONTRACT KICK-OFF MEETING

1. After award of contract, HBMD will schedule a contract kick-off meeting that must be attended by the CONTRACTOR and County personnel.
2. At this meeting, CONTRACTOR shall provide the County with a list of names, addresses, and 24-hour telephone numbers of at least three essential personnel on the CONTRACTOR's full-time staff that can answer and coordinate an emergency response during evenings, weekends, and holidays.
3. CONTRACTOR shall ensure that at least one of the three personnel provided on the list is available at all times; if the person listed as the primary contact will be unavailable, the CONTRACTOR shall notify the Project Manager and the Contract Administrator and inform them of who will be the temporary contact person from that list.
4. Additional discussion will be presented regarding Contract and reporting requirements, invoicing procedure, Workforce Investment Program, prevailing wage rate applicability, etc.

E. PRELIMINARY MATTERS

1. Prior to estimating a specific project, the Project Manager will arrange a field review meeting. The intent of this meeting is for all involved parties to obtain a thorough understanding of what the County's expectations are for the required scope to successfully complete the project. This is also a time for the CONTRACTOR to perform data collection activities such as measurements, photos, preliminary subcontractor coordination, etc.
2. At a time specified by the Project Manager and before CONTRACTOR starts the work for the Project at a job site, a Pre-Construction Meeting will be attended by the CONTRACTOR, Project Manager and others as deemed appropriate by Project Manager, will be held to discuss project schedule, procedures for handling Shop Drawings, project submittals, Applications for Payment, and to establish a working understanding among the parties contributing to the Work. The CONTRACTOR shall bring a tentative working plan for the project detailing the CONTRACTOR's schedule, proposed subcontractors and subconsultants, materials, sequence of operations, number of crews, principal contacts, suppliers, staging sites, etc.
3. All subcontractors that are proposed for the project must be approved by the County prior to use on any Work Order if not identified in the CONTRACTOR's bid submittal. The Contract Administrator may delegate the approval of subcontractors.

4. The CONTRACTOR must submit the qualifications of supervisory personnel to the Project Manager or Engineer at the Pre-Construction Meeting. If no issues arise, then a PO and NTP may be issued to the CONTRACTOR, and the CONTRACTOR will thereby accept responsibility for completing the requirements of the contract within the timeframe identified as part of the PO and NTP. Prior to issuance of the PO and NTP, if the CONTRACTOR identifies any discrepancies, then the CONTRACTOR shall immediately notify the County Construction Project Manager, and every effort will be made to resolve those issues so that the work can proceed in a timely manner.

F. PURCHASE ORDER ISSUANCE AND ACCEPTANCE

1. Work shall only commence on any new project after the issuance of a Purchase Order or NTP by the Project Manager, and acknowledgment in writing by the CONTRACTOR.
2. For non-emergency repair work, the CONTRACTOR shall meet with the Engineer and/or Project Manager at the job site within three calendar days of initial contact for a new project. The CONTRACTOR shall send a qualified superintendent to attend a field review meeting. This superintendent shall be the same person who will be supervising the construction work so as to completely understand the scope of work.
3. The Work issued under this Contract will be assigned as individual projects/tasks. A project will be used to represent a repair task or a group of repair tasks to be accomplished at a location or locations. For each project or group of projects, a Purchase Order will be issued to the CONTRACTOR by the Project Manager.
4. On request, the CONTRACTOR shall assist the County by proposing a method of repair and furnishing informal sketches, brief oral and written descriptions of this method, and CONTRACTOR shall review and comment on repair methods proposed by County. Costs for this effort will be considered incidental to the Work being performed and are included in the unit prices.
5. CONTRACTOR shall be prepared to accept a Work Order for any of the work tasks of this Contract, to be performed with the CONTRACTOR'S own forces, or with participation of its subcontractors.
6. County will expect to confer with the CONTRACTOR to resolve perceived problems with any specific Purchase Orders. The CONTRACTOR shall not decline a Purchase Order issued under this Contract, nor for delaying the resolution of any problems concerning a Purchase Order.

G. LABOR AND MATERIALS

1. Unless otherwise provided herein, CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, sanitation, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not to be incorporated in the Work. This includes temporary facilities at the project site including, but not limited to, portable toilets, canopies, coolers, storage boxes, etc.
2. CONTRACTOR and its subcontractors and subconsultants shall provide competent, experienced, careful, and reliable personnel with sufficient skill and experience to properly perform the assigned work. Equipment operators shall be properly trained for such equipment. Personnel shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents.

3. CONTRACTOR shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of its personnel as necessary to comply with the requirements and regulations of the State and local boards of health.
4. CONTRACTOR and its subcontractors and subconsultants shall not commit public nuisance.
5. Whenever the Project Manager determines that any person employed by the CONTRACTOR is incompetent, unfaithful, intemperate, disorderly, or insubordinate, the Engineer or Project Manager will provide written notice and the CONTRACTOR shall discharge the person from the work. CONTRACTOR shall not employ any discharged person on the project without the written consent from the Project Manager.
6. CONTRACTOR shall, at all times, enforce strict discipline and good order among its personnel and subcontractors and subconsultants at the job site and shall provide personnel that are unfit or not skilled in the Work to which they are assigned. Professional conduct and behavior of the CONTRACTOR's personnel and subcontractors is demanded by the County at all times. Any personnel considered to be conducting themselves in a manner contrary to this contract will, at the sole discretion of the Project Manager with approval from the Contract Administrator, be asked to leave the job site. CONTRACTOR will be required to provide an immediate replacement for which no additional compensation for time, materials, or any other damages will be permitted.
7. Any of the CONTRACTOR's or subcontractor's personnel removed from service under this Contract shall be replaced by other qualified and experienced personnel as per the terms of this Contract. Failure to provide a replacement shall result in suspension of work that would have otherwise been performed by the personnel until the replacement personnel is approved by the Project Manager. Any personnel who is found to have falsified records including, but not limited to, application documents, reference information, test or investigation results or reports provided to the County under this Contract, shall be immediately removed from providing service under this Contract. Any of the CONTRACTOR, subcontractor or subconsultant's staff that is not certified, as required by this Contract, shall be immediately removed from providing service under this Contract until required certifications have been attained.
8. Proof of certification shall immediately be provided to County upon request. If proof of certification is not provided, the applicable personnel may be removed from the job site.
9. CONTRACTOR shall not subcontract work under this Contract to the County's Consultant, as this is a conflict of interest.
10. No work shall be performed, nor materials used without suitable supervision, or without the approval of the Project Manager.

H. SUBCONTRACTORS AND SUBCONSULTANTS

The following requirements are in addition to the previous section.

1. Throughout the Contract Documents, any reference to subcontractor shall also mean subconsultant.
2. Each subcontractor must possess certificates of competency and licenses required by law to perform the scope of work allocated to it. CONTRACTOR shall have a continuing obligation to notify the Project Manager of any change in its subcontractors and subconsultants.

3. CONTRACTOR shall not employ any subcontractor against whom the County may have a reasonable objection.
4. 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 the County and any subcontractor or subconsultant, or any obligation on the part of the County to pay or to see the payment of any monies due to any subcontractor or subconsultant. However, the County may furnish to any subcontractor evidence of amounts paid to the CONTRACTOR on account of specific work performed. Contact the Project Manager for such evidence.
5. CONTRACTOR agrees to bind every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County.

I. SERVICE HOURS

1. Due to maintenance of traffic considerations, work shall be primarily between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday (referred to as business hours). Lane closure provisions of Group 1 of the electronic bid pricing sheet still apply.
2. Work may be required during non-business hours; therefore, FDOT Standard Specifications 8-4, Limitations of Operations, is applicable to this work.
3. When non-business hours work is required, work hours will be established by the Project Manager.
4. No additional compensation shall be given to the CONTRACTOR or its subcontractors for work during non-business hours.
5. All work hours shall be approved, in advance, by the Project Manager.

J. ADDITIONAL PERMITS & FEES

1. It is CONTRACTOR's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed for all persons working on the Project for whom a Certificate of Competency is required.
2. Impact fees levied by any municipality shall be paid by CONTRACTOR. CONTRACTOR shall be reimbursed through the pass-thru allowance.
3. CONTRACTOR shall provide environmental permits when required. Refer to the allowance requirements included in the Contract Documents.
4. Refer to the allowance/pass-thru information included in the Contract Documents.

K. RESOLUTION OF DISPUTES

1. To prevent all disputes and litigation, it is agreed by the parties hereto that the Project Manager shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Contract as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and Project Manager's estimates and decisions upon all claims, questions, difficulties and disputes shall be final and binding.. All non-technical administrative disputes shall be determined by the Contract Administrator. During the pendency of any dispute and after a determination thereof, CONTRACTOR and Project Manager shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.
2. In the event the determination of a dispute under this Section is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Purchase Order price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty calendar days after final completion of the Work for the applicable Project, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Section.

L. INSPECTION OF WORK

1. County personnel shall, at all times, have access to the Work, and CONTRACTOR shall provide proper facilities for such access and for inspecting, measuring and testing.
2. Should the Contract Documents, 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 Project Manager timely (no less than 48 hours) notice of readiness of the Work for testing. If the testing or approval is to be made by an authority other than the 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 the Project Manager, if required by the Project Manager, be uncovered for examination and properly restored at CONTRACTOR's expense.
 - a) Previously approved or accepted work may be ordered by the Project Manager, with prior written approval by the Contract Administrator, to be exposed for re-examination of the Work, 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 all such costs.
 - b) Subsequent re-inspection of negligent or inadequate work shall be at the cost of the CONTRACTOR.

3. Inspectors shall have no authority to permit deviations from, nor to relax any of the provisions of, the Contract Documents, nor to delay the Project by failure to inspect the materials and work with reasonable promptness without the written permission or instruction of the County.
4. 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 or other than the County personnel/agent, directly or indirectly, is strictly prohibited, and any such act on the part of CONTRACTOR will constitute a breach of this Contract.
5. The presence of the Project Manager or Engineer shall not be misconstrued as the work being acceptable, nor relieve the CONTRACTOR of its responsibility for strict compliance with the provisions of the Contract Documents.

M. SUPERINTENDENCE AND SUPERVISION

1. The orders of the County are to be given through the 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, English speaking superintendent, and any necessary assistants, all satisfactory to the Project Manager. The superintendent shall not be changed except with the written consent of the 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 the Project Manager upon the written request of CONTRACTOR. CONTRACTOR shall give efficient supervision to the Work, using its best skill and attention.
2. 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; quantities of materials, quantities of labor, names of personnel, equipment and subcontractors at the Project site; visitors to the Project site, including representatives of the 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 Project site and shall be available at all times for inspection and copying by the County. This log shall be submitted electronically, in PDF format via e-mail, to the Project Manager each project day.
3. The CONTRACTOR and the Project Manager shall meet at least every two weeks or as determined by the CONTRACT ADMINISTRATOR, during the course of the Work to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two weeks (14 days). The Project Manager shall publish, keep, and distribute minutes and any comments thereto of each such meeting. These meetings may be postponed, cancelled, or waived with the Project Manager's written approval.
4. If CONTRACTOR, in the course of performing the Work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors, omissions, or discrepancies in the plans, it shall be CONTRACTOR's duty to immediately inform the Project Manager, in writing, and the Project Manager will promptly review the same. Any Work done after such discovery, until authorized, will be done at CONTRACTOR's sole risk.
5. 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 and the consequences of each. Damages and losses incurred to tangible County property by CONTRACTOR's means and methods shall be the sole responsibility of the CONTRACTOR to fix and/or remunerate.
6. For every PO placed with the CONTRACTOR through this Contract, a project superintendent employed full-time by the CONTRACTOR shall be on the project site at all times while work is being performed. The project superintendent shall be the sole point of contact with the Project Manager. Two-way communication shall only be between these two persons so as to prevent any miscommunications and to maintain control of the project scope, schedule, and budget. The Project Manager, or a delegate, shall reserve the right to order the CONTRACTOR to stop work if the CONTRACTOR's project superintendent is not on the project site full-time.

N. RIGHTS OF VARIOUS INTERESTS

1. Whenever work being done by the County's forces or by other contractors is immediately adjacent 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.

O. DIFFERING SITE CONDITIONS

1. In the event that during the course of the Work, CONTRACTOR encounters subsurface or concealed conditions at the job site which differ materially from those shown on the Project Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Project Documents, or unknown physical conditions of an unusual nature at the job site, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Project Documents, CONTRACTOR, without disturbing the conditions and before performing any work affected by such conditions, shall, within twenty-four hours of its discovery, notify the Project Manager of the existence of the aforesaid conditions.
2. The Project Manager shall, within two business days after receipt of CONTRACTOR's written notice, investigate the site conditions identified by CONTRACTOR. If, in the sole opinion of the Project Manager, the conditions do materially 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 a revised estimate including adjustment to the Project Price, or the Project Time, or both, for the Project Manager's approval.
3. If the Project Manager and CONTRACTOR cannot agree on an adjustment in the Project Price or Project Time, the adjustment shall be referred to the Contract Administrator for final determination. Should the Contract Administrator determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Project/NTP, the Contract Administrator shall so notify CONTRACTOR in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto after which the CONTRACTOR will be required to proceed with the work without any additional compensation related to such conditions.
4. No request by CONTRACTOR for an equitable adjustment to the Project Price under this provision shall be allowed unless CONTRACTOR has given written notice in strict accordance with the provisions of this Section.
5. No request for an equitable adjustment or change to the Project Price or Project Time for differing site conditions shall be allowed if made after the date declared by the Contract Administrator, or designee, as the date of substantial completion.

P. PLANS AND WORKING DRAWINGS

1. The County shall have the right to modify the details of the plans and specifications provided within the Work Order, 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 plans. In case of disagreement between the written and graphic portions of the plans, the written portion shall govern.

Q. FIELD VERIFICATION

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

R. DAMAGES AND ACCIDENTS

1. CONTRACTOR shall accept full responsibility for the Work against all loss or damage whatsoever, naturally or otherwise, sustained until final project acceptance by the County, and shall promptly repair any damage done from any cause whatsoever.
2. CONTRACTOR shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final project acceptance by County, CONTRACTOR shall replace same without cost to County.
3. It shall be the CONTRACTOR'S responsibility to protect all items related to the work performed. Any damaged or broken items shall be replaced or repaired at the CONTRACTOR'S expense when liable. This includes, but is not limited to, paint overspray, flying debris, unreasonable dust, etc. .
4. The CONTRACTOR is reminded that there are liability insurance requirements associated with this contract.

S. SUPPLEMENTARY DRAWINGS

1. When, in the opinion of the 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 the Project Manager.
2. The supplementary drawings shall be binding upon CONTRACTOR with the same force as the plans. Where such supplementary drawings require either less or more than the original quantities of work, appropriate adjustments shall be made to the Work Order.

T. DEFECTIVE WORK

3. The Project Manager shall have the authority to reject or disapprove work which it finds to be defective. If required by the 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.

4. 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 the Project Manager, the 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 the 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, the County may declare the CONTRACTOR in default.
5. If, within one 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 the County, shall promptly correct such defective or nonconforming Work within the time specified by the County without cost to the County. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which CONTRACTOR might have under the Contract Documents.
6. Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate the County to final acceptance.
7. Re-working required due to CONTRACTOR negligence or inadequate procedure will be the responsibility of the CONTRACTOR. No additional payment will be due the CONTRACTOR for the re-working of non-acceptable items.

U. SEPARATE CONTRACTS

1. The County reserves the right to let other contracts in connection with any Project. CONTRACTOR shall afford other persons reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate its Work with the work of others.
2. If any part of CONTRACTOR's Work depends upon the completion, in whole or part, of the work of any other persons, CONTRACTOR shall inspect and promptly report to the Project Manager any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure to so 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. Cost and effort related to inspection and acceptance of the work of others is the responsibility of the CONTRACTOR unless otherwise pre-determined in writing by the Project Manager.
3. CONTRACTOR shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as 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.
4. To insure the proper execution of subsequent work, CONTRACTOR shall inspect the work already in place and shall at once report to the Project Manager any discrepancy between the executed work and the requirements of the Contract Documents.

V. USE OF COMPLETED PORTIONS

1. The County shall have the right, at its sole option, to take possession of and use any completed or partially completed portions of the Project. Such possession and use shall not be deemed an acceptance of any of the Work not completed in accordance with the Contract Documents. If such possession and use increases the cost of or delays the Work, CONTRACTOR shall be entitled to reasonable extra compensation or reasonable extension of time or both, as approved by the Project Manager.
2. In the event the County takes possession of any completed or partially completed portions of the Project, the following shall occur:
 - a) The County shall give notice to CONTRACTOR, in writing, at least thirty calendar days prior to the County's intended occupancy of a designated area.
 - b) CONTRACTOR shall complete, to the point of Substantial Completion, the designated area and request inspection and issuance of a project certificate of Substantial Completion.
 - c) Upon the Project Manager's issuance of a project certificate of Substantial Completion, the County will assume full responsibility for maintenance, utilities, subsequent damages of County and public, adjustment of insurance coverages and start of warranty for the occupied area.
 - d) CONTRACTOR shall complete all items noted on the project certificate of Substantial Completion within the time specified by the Project Manager on the project certificate of Substantial Completion, as soon as possible and request final inspection and final acceptance of the portion of the Work occupied. Upon completion of final inspection and receipt of an application for final payment (final project invoice), the Project Manager shall issue a Final Certificate of Payment relative to the occupied area.
 - e) If the County finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by the County and CONTRACTOR, and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. CONTRACTOR's Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of CONTRACTOR and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

W. LANDS FOR WORK

1. The County shall provide, as may be indicated in the Project 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 the County for the use of CONTRACTOR.
2. CONTRACTOR shall provide, at its own expense and without liability to the 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.

X. LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS

1. CONTRACTOR shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of work and CONTRACTOR's general operations.
2. 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.
3. Special attention shall be paid to any noise ordinances that may exist in the different municipalities of the County, and the CONTRACTOR shall adhere to them or cause them to be waived on a project specific basis by applying for and receiving such waiver directly with the municipality.

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

1. As far as possible, existing utility lines in the Project area may be shown on the plans provided with the Work Order. However, the County does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be the CONTRACTOR'S responsibility to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. No additional payment will be made to the CONTRACTOR because of discrepancies in actual and plan location of utilities, and additional costs suffered as a result thereof.
2. The 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 be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the CONTRACTOR shall be paid by the CONTRACTOR. All charges by utility companies for temporary support of its utilities shall be paid for by the CONTRACTOR. 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 the CONTRACTOR for utility relocations, whether or not said relocation is necessary to avoid conflict with other lines.
3. The CONTRACTOR shall schedule the work in such a manner that the work is not delayed by the utility providers relocating or supporting their utilities. The CONTRACTOR shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to the CONTRACTOR for any loss of time or delay.
4. 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. The County reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the CONTRACTOR. All such repairs made by the 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.

Z. CONTINUING THE WORK

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

AA. FIELD ORDERS AND SUPPLEMENTAL INSTRUCTIONS

1. The 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 minor changes in Work execution, providing the Field Order involves no change in the project time or quantity.
2. The Project Manager shall have the right to approve and issue supplemental instructions setting forth written orders, instructions, or interpretations concerning the Contract or Project Documents or its performance, provided such supplemental instructions involve no change in the project time or quantity.

BB. NOTIFICATION AND CLAIM FOR CHANGE OF CONTRACT TIME OR CONTRACT QUANTITY

1. Any claim for a change in the Contract Time or Contract Quantity shall be made by written notice by CONTRACTOR to the Project Manager within five calendar days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within seven calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless the Project Manager allows an additional period of time to ascertain more accurate data in support of the claim and such notice shall be accompanied by CONTRACTOR's written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for changes in the project time or quantity shall be determined by the Contract Administrator in accordance with the Contract, if the Project Manager and CONTRACTOR cannot otherwise agree. It is expressly and specifically agreed that any and all claims for changes to the project time or project price shall be waived if not submitted in strict accordance with the requirements of this section.
2. The Project's Time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of CONTRACTOR if a claim is made therefore as provided per the Contract. Such delays shall include, but not be limited to, acts or neglect by any separate CONTRACTOR employed by the County, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of nature.

CC. NO DAMAGES FOR DELAY

1. No claim for damages or any claim, other than for an extension of time, shall be made or asserted against the County by reason of any delays except as provided herein. CONTRACTOR shall not be entitled to an increase in the project quantity, or payment, or 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 or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for actual delays due solely to fraud, bad faith or active interference on the part of the County. Otherwise, CONTRACTOR shall be entitled only to extensions of the

project time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

DD. EXCUSABLE DELAY

1. An Excusable Delay extends the completion of the Work caused by circumstances beyond the control of CONTRACTOR or its subcontractors, suppliers or subconsultants.
2. CONTRACTOR is entitled to a time extension of the project time for each day the Work is delayed due to an Excusable Delay. CONTRACTOR shall document its claim for any time extension as provided in the Contract.
3. Failure of CONTRACTOR to comply with the Contract as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

EE. SUBSTANTIAL COMPLETION

1. When CONTRACTOR considers that the Work, or a portion thereof designated by the County has reached Substantial Completion, CONTRACTOR shall so notify the County in writing. The County shall then promptly inspect the Work. When the Project Manager, on the basis of such an inspection, determines that the Work or designated portion thereof is substantially complete, the Project Manager may prepare a Certificate of Substantial Completion. The County shall communicate its determination to the Substantial Completion which shall establish the Date of Substantial Completion. The County shall also communicate its requirements to the CONTRACTOR for security, maintenance, damage to the Work, and insurance; and shall list all Work yet to be completed to satisfy the requirements of the Contract Documents for Final Completion and to make the Work satisfactory and acceptable; this list shall be known as the "Punch List". The failure to include any items of corrective work on such list does not alter the responsibility of CONTRACTOR to complete all of the Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to CONTRACTOR for their written acceptance of the responsibilities assigned to them in such Certificate.
2. Prior to the declaration of substantial completion via certificate, or otherwise, the County and CONTRACTOR shall both attend a project walk-thru. This walk-thru will serve as a medium through which punch list items not precluding substantial completion shall be disseminated by the Project Manager to the CONTRACTOR.

FF. INVOICING

1. CONTRACTOR shall include language on each invoice stating that the work request for payment has been performed in conformance with the specifications applicable to that work and to the satisfaction of the Project Manager. Invoices received without this statement shall be rejected.
2. CONTRACTOR shall not be paid for work that was not requested by the County.
3. Payments to Contractor shall occur no more than once per 30 days.

4. Additional invoicing requirements regarding allowances are addressed throughout the Contract Documents.

GG. SHOP DRAWINGS

1. CONTRACTOR shall submit Shop Drawings as required by the Contract or Project Documents or at the request of the Project Manager. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item, and evidence of its compliance or noncompliance with the Contract Documents.
2. CONTRACTOR shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.
3. If the Shop Drawings show or indicate departures from the Contract requirements, CONTRACTOR shall make specific mention thereof in its letter of transmittal. Failure to point out such departures shall not relieve CONTRACTOR from its responsibility to comply with the Contract Documents.
4. The Project Manager shall review and approve or reject Shop Drawings within fifteen calendar days from the date received. The Project Manager's approval of Shop Drawings will be general and from the perspective of satisfying design intent and shall not relieve CONTRACTOR of responsibility for the accuracy of Shop Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract Documents and not indicated on the Shop Drawings. No work called for by Shop Drawings shall be performed until the Shop Drawings have been approved by the Project Manager. Approval shall not relieve CONTRACTOR from responsibility for errors or omissions of any sort on the Shop Drawings.
5. No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent where necessary to properly evaluate the design. It is CONTRACTOR's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to the County along with its comments as to compliance, noncompliance, or features requiring special attention.
6. If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.
7. CONTRACTOR shall submit the number of copies requested by the Project Manager. Re-submissions of Shop Drawings shall be made in the same quantity until final approval is obtained.
8. CONTRACTOR shall keep one set of Shop Drawings marked with the Project Manager's approval at the job site at all times.

HH. FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

1. The entire responsibility for establishing and maintaining line and grade in the field lies with CONTRACTOR. When the Project Manager requires record drawings, CONTRACTOR shall maintain an accurate and precise record of the location and elevation of all pipe lines, 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 the Project Manager as the Work is completed. All record drawings shall be made on reproducible paper and shall be delivered to the Project Manager prior to, and as a condition of, final payment for the project. Additionally, the

survey shall be provided to the County electronically in CAD format (DGN or DWG), geo-referenced with State plane coordinate system values in the NAD 83/90 system. Vertical references shall be benchmarked to the NAVD 83 system.

2. CONTRACTOR shall maintain, in a safe place at the job site, one record copy of all Drawings, Plans, Contract Documents, Project Documents, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents, together with all approved samples and a counterpart of all approved Shop Drawings, shall be available at all times to Project Manager and Engineer for reference. Upon final completion of the Project and prior to final project payment, these record documents, required samples and Shop Drawings shall be delivered to the Contract Administrator.

II. SAFETY AND PROTECTION

1. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Contract. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - a) All personnel on the job site and other persons who may be affected thereby (i.e. pedestrians, residents, etc.);
 - b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the job site; and
 - c) Other property at the job site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, irrigation and utilities not designated for removal, relocation or replacement in the course of construction.
 - d) Residences and other private properties, and any appurtenances thereon.
2. 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 performance 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 such time as all the Work is completed and accepted.
3. CONTRACTOR shall designate a responsible member of its organization at the job site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to the County.

JJ. FINAL BILL OF MATERIALS

1. CONTRACTOR shall be required to submit to the Project Manager a final bill of materials with unit costs for each material in place. This shall be an itemized list of all materials with a unit cost for each material and the total shall agree with the established unit price.

2. A payment for the project shall not be authorized by the County until CONTRACTOR submits the final bill of materials and the Project Manager verifies the accuracy of the units of Work.
3. Requirements for materials purchased as a pass-thru are addressed throughout the Contract.

KK. PAYMENT BY THE COUNTY FOR TESTS

Except when otherwise specified in the Contract Documents, the expense of all tests requested by the County shall be borne by the County and performed by a testing firm chosen by the County. For road or bridge construction projects, the procedure for making tests required by the 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. The cost of any required test which CONTRACTOR fails shall be paid for by CONTRACTOR.

LL. PROJECT SIGNAGE

Any requirements for a project sign shall be as set forth within the Contract Documents or drawings provided with the Work Order. When required, project signage shall be paid as under the Specialized Construction allowance.

MM. WEATHER

1. During such periods of time as are designated by the National Weather Service (NWS) as being a hurricane watch/warning or other severe weather event, the CONTRACTOR, at no cost to the County, shall take all precautions necessary to secure the job site in response to all threatening weather events, regardless of whether the Project Manager has given notice of same.
2. Compliance with any specific hurricane watch or warning precautions will not constitute additional work.
3. Suspension of the Work caused by a threatening or actual storm event, regardless of whether the County has directed such suspension, will entitle the CONTRACTOR to additional project time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.
4. If a hurricane or other severe weather event threatens the Broward County metropolitan area, it shall be the CONTRACTOR's responsibility to enact whatever measures necessary to prevent damage and loss to any projects in progress as part of the Contract.
5. The County shall also not be responsible for loss of labor hours or other incidental losses resulting from a weather event.
6. If, in the opinion of the Project Manager, any Work or materials have been damaged or injured by reason of failure to protect such, all such materials or Work shall be removed and replaced at the expense of the CONTRACTOR.
7. Extensions to the work order time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Work Order. These time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions result in 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.

NN. THE COUNTY'S RIGHT TO CLEAN UP

1. CONTRACTOR shall, at all times, keep the job site free from accumulation of waste materials and rubbish caused by its operations. At the completion of the project, CONTRACTOR shall remove all its waste materials and rubbish from and about the job site, as well as its tools, equipment, machinery and surplus materials. If CONTRACTOR fails to clean up during the prosecution of the Work or at the completion of the Work, the 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, the County may clean up and charge the cost to the contractors responsible as determined by the Project Manager.
2. If the Work is interrupted for any reason (e.g. holidays, vacations, natural disaster, etc.), the CONTRACTOR shall clean-up the job site and leave it in a safe and orderly manner.

OO. REMOVAL OF EQUIPMENT

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

PP. PROJECT RECORDS

1. CONTRACTOR shall maintain all books and records and accounts, whether financial or otherwise, which relate to the Contract and to any claim for additional compensation made by CONTRACTOR, including, without limitation, complete and correct records of payments to each of its subcontractors. For each subcontractor, the books and records and accounts shall reflect each payment to the subcontractor and the cumulative total of the payments made to the subcontractor. the County shall have the right to inspect and copy, at the County's expense, the books and records and accounts of CONTRACTOR which relate in any way to the Contract, and to any claim for additional compensation made by CONTRACTOR, and to conduct an audit of the financial and accounting records of CONTRACTOR which relate to the Contract and to any claim for additional compensation made by CONTRACTOR. CONTRACTOR shall retain and make available to the County all such books and records and accounts, whether financial or otherwise, which relate to the project and to any claim for a period of three years, or as required by the State, following the final completion of the project, unless otherwise stated in the Contract Documents.
2. For each Purchase Order procured through this Contract, the CONTRACTOR shall submit, each project day, a summary of work performed on the task. At a minimum, the summary shall include the information required of the CONTRACTOR's Superintendent to maintain in the Section titled "Superintendence and Supervision".
3. Additional recordkeeping requirements are located throughout the Contract Documents.

QQ. CONTRACTOR'S EQUIPMENT AND SAFETY PRECAUTIONS

1. The CONTRACTOR shall furnish all transportation of its personnel and equipment used in the performance or work of this Contract.

2. All equipment shall be of quality, quantity, and type to sufficiently perform as required for all work specified. All repair equipment used by the CONTRACTOR shall conform to all applicable laws and safety requirements and shall be equipped with warning lights as prescribed in the current DOT regulations. Vehicles and machinery shall be kept presentable, professional in appearance, clean, and parked on job sites in a respectful manner. License plates of all vehicles shall be kept clear and legible. CONTRACTOR shall provide all safety equipment and follow all procedures required under all DOT standards and all current OSHA regulations, as is necessary to perform the tasks of this contract in a safe and legally sound manner.
3. All work vehicles shall be equipped with flashing amber lights. All CONTRACTOR-owned equipment shall display the CONTRACTOR'S name in a prominent and clearly legible manner.
4. CONTRACTOR shall provide all safety equipment required under DOT standards and OSHA regulations, as is necessary to perform the tasks of this contract in a safe and legally sound manner.
5. The equipment named in this document may not constitute a complete listing. CONTRACTOR shall be responsible for providing equipment which may not be named in this document, but which the CONTRACTOR can reasonably be expected to have recognized the need for in each unit price (Pay Item) and to have it available for each task.
6. For emphasis, the electronic bid pricing sheet does not necessarily include all items which may be necessary in order to meet requirements for environmental protection, safety and health, debris containment, removal and disposal, and the various obligations of Section 7, FDOT Standard Specifications.
7. All equipment used on projects issued under this Contract is subject to approval or disapproval of the Project Manager.
8. Open construction pits shall be backfilled and closed at the end of each work day. Exceptions shall be permitted only by the approval of the Project Manager. Open pits and road cuts shall be covered utilizing steel plates.

RR. DISPOSAL AND CONFINEMENT OF DEBRIS

1. The CONTRACTOR shall properly and legally dispose of debris from the job site at locations provided by the CONTRACTOR, in accordance with applicable Federal, State, County and local requirements.
2. Disposal of hazardous or toxic waste shall be according to FDOT Standard Specification 8-4.9 of and all other applicable specifications.
3. The CONTRACTOR shall prevent debris from entering any travel lanes that are open to traffic, at all times, and from entering any State property or any waterways, where harmful effects might result or where cleanup would be impractical.
4. Debris resulting from operations on painted surfaces shall be according to applicable specifications.

SS. LEAD-BASED OR HAZARDOUS COATINGS

1. CONTRACTOR shall conform to all federal, state and local regulations as appropriate when working with existing bridge components coated with lead-based paint or hazardous coatings.
2. Any painting, rehabilitation, or demolition work on bridge components coated with lead-based paint shall be performed by a SSPC certified QP 2 individual. Proof of certification shall be provided to the Contract Administrator within five calendar days request of the County.

TT. RAILROAD PROPERTY

1. No work shall be done on, over, or under a railroad, railroad property, or railroad right-of-way, except with written approval of the Project Manager.

UU. UTILITIES

1. CONTRACTOR shall be responsible for locating all utilities and for avoiding any conflicts. The location of existing utilities may be shown in the Work Documents, but the listing may not be complete and locations may be approximate only. The utilities shall be identified, and the exact locations shall be determined by the CONTRACTOR and the utility owners during construction.
2. Where the completion of the Work requires adjustment, temporary or permanent removal, and/or relocation of an existing utility or other improvement which is indicated, the CONTRACTOR shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the Project Manager and the owner of the facility or utility.
3. It shall be the CONTRACTOR'S responsibility to conform with all of the requirements of FDOT Standard Specification 7-11.5 as they relate to cooperation with the utility owners and the utility locations that exist on the site.
4. It shall be the CONTRACTOR'S responsibility to coordinate its work with any Work performed by the utility owners or others in any right-of-way. CONTRACTOR shall arrange a schedule of operations that will allow for the completion of the project without any undue delay.
5. CONTRACTOR is to use caution when working in or around areas of any utilities, including, but not limited to, overhead transmission lines, underground utilities and bridge-attached utilities.
6. CONTRACTOR shall notify the appropriate utility company shall be notified through SUNSHINE ONE-CALL at 811 visiting www.sunshine811.com at least 48 hours in advance of any excavation involving the utility company's lines so that a utility representative can be present.

VV. PROTECTION AND RESTORATION OF SURVEY MONUMENTS

1. CONTRACTOR shall carefully protect from disturbance all survey monuments, stakes and benchmarks, whether or not established by the CONTRACTOR, and it shall not remove or destroy any surveying point until it has been properly witnessed.
2. All major survey monuments such as section corners, one-quarter section corners, property corners or block control points shall be protected, witnessed and replaced at the CONTRACTOR'S expense with markers of a size and type approved by the County.

3. The witnessing and replacement shall be under the supervision of a Professional Land Surveyor registered in the State of Florida, at the CONTRACTOR's expense.

WW. SCHEDULES, REPORTS AND RECORDS

1. CONTRACTOR shall submit to the County such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the County may request concerning Work performed or to be performed.
2. Prior to the first partial payment request, the CONTRACTOR shall submit schedules showing the order in which it proposes to complete the Work, including dates at which it will start the various parts of the Work, estimated date of completion of each part, and, as applicable, the dates at which special detail drawings will be required, and respective dates for the submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
3. The schedule shall follow the Gantt format and clearly indicate the critical path and all activities associated with it. The dependencies shall also be clearly legible. All activities exceeding two business days' duration shall be shown as separate items.
4. The schedule shall also indicate when all Shop Drawings are going to be submitted to the County and the time allowed for review. When materials require more than one week of fabrication/lead time, this time shall be shown as an activity.
5. The project schedule shall be presented with the CONTRACTOR's estimate, be updated for every progress meeting, and along with every application for payment.
6. Whenever the construction schedule is submitted, and with every update, both a hardcopy and a PDF copy shall be submitted to the County. Every schedule update shall clearly show the critical path and include a work plan to make up lost days from the original baseline project finish date if not allowable or excusable days have been granted.