

IFB No. 18-R069731GL  
CONSTRUCTION OF ADA COMPLIANT  
BUS STOP LANDING PADS, WALKWAYS,  
SIDEWALKS, SHELTER PADS AND BENCH  
PADS (913-47)  
SEPTEMBER 25, 2018

Manatee County BCC  
Procurement Division  
1112 Manatee Avenue West Ste 803  
Bradenton, FL 34205  
[purchasing@mymanatee.org](mailto:purchasing@mymanatee.org)



**ADVERTISEMENT  
INVITATION FOR BID  
NO. 18-R069731GL  
Construction of ADA Compliant Bus Stop Landing Pads, Walkways, Sidewalks,  
Shelter Pads and Bench Pads**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County), will receive sealed bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide Construction of Americans with Disabilities Act (ADA) Compliant Bus Stop Landing Pads, Walkways, Sidewalks, Shelter Pads and Bench Pads for the MCAT 2018 project, as specified in this Invitation for Bid to include construction of bus landing pads, walkways, sidewalks, shelter pads and bench pads.

**DATE, TIME AND PLACE DUE:**

The Due Date and Time for submission of Bids in response to this IFB is **October 23, 2018 at 3:00 P.M. ET**. Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time. Bids will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803 and the Bidder's name and total bid amount will be read aloud. Interested parties may attend the opening.

**SOLICITATION INFORMATION CONFERENCE:**

A mandatory Information Conference will be held at 10:00 A.M. on October 02, 2018 at the located at the Manatee County Administration Building, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205. Attendance to mandatory information conferences is required.

**DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:**

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation for Bid to the Manatee County Procurement Division is October 09, 2018. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

**Important: A prohibition of lobbying is in place. Review Section A.15 carefully to avoid violation and possible sanctions.**

**DESIGNATED PROCUREMENT CONTACT:** Grace E Lux, Senior Procurement Agent  
(941) 749-3042, Fax (941) 749-3034  
Email: [grace.lux@mymanatee.org](mailto:grace.lux@mymanatee.org)  
Manatee County Financial Management Department  
Procurement Division

AUTHORIZED FOR RELEASE: 

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## **SECTION A INSTRUCTIONS TO BIDDERS**

To receive consideration, entities who submit a response to this Invitation for Bid (Bidders) must meet the minimum qualification requirements and comply with the following instructions. Bid responses (Bids) will be accepted from single business entities, joint ventures, partnerships or corporations.

### **A.01 BID DUE DATE**

The Due Date and Time for submission of Bids in response to this Invitation for Bid (IFB) is **October 23, 2018 at 3:00 P.M. ET**. Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 and time stamped by a Procurement representative prior to the Due Date and Time.

Bids received after the Due Date and Time will not be considered. It will be the sole responsibility of the Bidder to deliver its bid to the Manatee County Procurement Division for receipt on or before the Due Date and Time. If a bid is sent by U.S. Mail, courier or other delivery services, the Bidder will be responsible for its timely delivery to the Procurement Division. Bids delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Bidder's request and expense.

### **A.02 PUBLIC OPENING OF BIDS**

Sealed Bids will be publicly opened at Manatee County Administration Procurement Division, 1112 Manatee Avenue West, 8<sup>th</sup> Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials immediately upon expiration of the Due Date and Time. Bidders or their representatives may attend the Bid opening.

Manatee County will make public at the opening the names of the business entities which submitted a Bid, the city and state in which they reside, and the total bid price. No review or analysis of the Bids will be conducted at the bid opening.

### **A.03 SUBMISSION OF BIDS**

The contents of the Bid sealed package must include:

- One (1) bound original clearly identifying Bidder and marked "ORIGINAL".
- Two (2) bound copies clearly identifying Bidder and marked "COPY" with all required information and identical to the original.
- One (1) electronic format copy clearly identifying Bidder.

Electronic format copy should be submitted on a Universal Serial Bus (USB) portable flash memory drive or compact disc (CD) in MicroSoft Office® or Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic Bid copies. Electronic copies must be searchable and contain an identical Bid to the original.

Submit the Bid package in a sealed container with the following information clearly marked on the outside of the package: IFB No. 18-R069731GL, Construction of ADA Compliant Bus Stop Landing Pads, Walkways, Sidewalks, Shelter Pads and Bench Pads Project, Bidder's name, and

Bidder's address. Bids must be delivered to the Manatee County Procurement Division prior to the Due Date and Time at the following address:

Manatee County  
Procurement Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205

**A.04 BID FORMS**

Bids must include the forms provided in this IFB. If needed, additional pages may be attached to a form. Bidders must fully complete and execute all Bid Forms. Bid Forms must be executed by an authorized official of the company who has the legal authority to bind the company.

**A.05 ENVIRONMENTAL SUSTAINABILITY**

Bidder shall acknowledge in its Bid if Bidder has an environmental sustainability initiative. In addition, Bidder shall submit with its Bid a brief summary of its environmental sustainability initiative. This information will be used as a determining factor in the award decision when all other factors, including local preference, are otherwise equal.

**A.06 STANDARDS FOR MATHEMATICAL ERRORS**

1. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the Bid.
2. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
3. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting its Bid.
4. Regardless of the type of bid pricing form used, all Bids shall be reviewed mathematically by the County using these standards.

**A.07 DISTRIBUTION OF SOLICITATION DOCUMENTS**

All documents issued pursuant to this IFB are distributed electronically and available for download at no charge at [www.mymanatee.org](http://www.mymanatee.org) > *Online Services, Bids and Proposals*. This link is located on the left side of the County website home page. Documents may be viewed and downloaded for printing using Adobe Reader® software.

At its sole discretion, the County may utilize a third-party provider, such as DemandStar by Onvia® (DemandStar) to distribute Bids. Visit the DemandStar website at [www.Demandstar.com](http://www.Demandstar.com) for

more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Additionally, the IFB and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, with the exception of County holidays.

As a courtesy, Manatee County notifies the Manatee County Chamber of Commerce and the Manatee County Black Chamber of Commerce of all active solicitations, who then distributes the information to its members.

**A.08 ADDENDA**

Any interpretations, corrections or changes to this IFB will be made by addendum. Addenda will be posted on the Procurement Division's web page of the County website at <http://www.mymanatee.org/purchasing> > *Bids and Proposals*. For those solicitations that are advertised on DemandStar, addenda will also be posted on the DemandStar distribution system on the 'Planholders' link.

All addenda are a part of the IFB and each Bidder will be bound by such addenda. It is the responsibility of each Bidder to read and comprehend all addenda issued. Failure of any Bidder to acknowledge an issued addendum in its Bid will not relieve the Bidder from any obligation contained therein.

**A.09 BID EXPENSES**

All costs incurred by Bidder in responding to this IFB will be the sole responsibility of the Bidder.

**A.10 QUESTION AND CLARIFICATION PERIOD**

Each Bidder shall examine all terms, conditions and requirements in the IFB documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or request for changes or interpretations, clarification or additional information pertaining to this IFB shall be made in writing via email to the Manatee County Procurement Division to the Designated Procurement Contact or to [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org) prior to the Deadline for Questions and Clarifications. Bidder shall furnish any data or information it deems necessary for the County to evaluate requests to modify the terms, conditions or requirements of this IFB. Any changes or modifications to the terms, conditions and requirements of this IFB will be at the sole discretion of the County. All questions received and responses given will be provided to potential Bidders via an addendum to this IFB.

Manatee County will not be responsible for oral interpretations given including from County staff, representative, or others. The issuance of a written addendum by the Procurement Division is the only official method whereby interpretation, clarification, modifications, or additional information will be given.

**A.11 FALSE OR MISLEADING STATEMENTS**

Bids which contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the Bid,

and the attribute, condition or capability is a requirement of this IFB. Such Bidder will be disqualified from consideration for this IFB and may be disqualified from submitting a response on future solicitation opportunities with the County.

#### **A.12 UNBALANCED BIDDING**

County recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the County such variation does not appear to be justified given bid requirements and industry and market conditions, the Bid will be presumed to be unbalanced. Examples of unbalanced Bids will include:

1. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
2. Bids quoting prices that substantially deviate, either higher or lower, from those included in the Bids of competitive Bidders for the same line item unit costs.
3. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event County determines that a Bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its Bid. County reserves the right to deem any presumptive unbalanced Bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

#### **A.13 WITHDRAWAL OR REVISION OF BIDS**

Bidders may withdraw Bids under the following circumstances:

- a. If Bidder discovers a mistake(s) prior to the Due Date and Time. Bidder may withdraw its Bid by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving Bids. A copy of the request shall be retained and the unopened Bid returned to the Bidder; or
- b. After the Bids are opened but before a contract is signed, Bidder alleges a material mistake of fact if:
  1. The mistake is clearly evident in the solicitation document; or
  2. Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made in the Bid. Request to withdraw a Bid must be in writing and approved by the Procurement Official.

#### **A.14 JOINT VENTURES**

Bidders intending to submit a bid as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other State or local licensing agencies as required by Florida Statute Section 489.119, prior to the Due Date and Time.

**A.15 LOBBYING**

After the issuance of any solicitation, no prospective Bidders, or their agents, representatives or persons acting at the request of such Bidder, shall contact, communicate with or discuss any matter relating in any way to the solicitation with any County officers, agents or employees, other than the Procurement Official or designee, unless otherwise directed by the Procurement Official or designee. This prohibition includes copying such persons on written communications (including email correspondence) but does not apply to presentations made to evaluation committees or at a County Commission meeting where the Commission is considering approval of a proposed contract. This requirement ends upon final execution of the contract or at the time the solicitation is cancelled. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

**A.16 IRREVOCABLE OFFER**

Any Bid may be withdrawn up until the Due Date and Time. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to provide the goods or services set forth in this IFB or until one or more of the Bids have been duly accepted by County, whichever occurs first.

**A.17 ERRORS OR OMISSIONS**

Once a Bid is opened, the County will not accept any request by Bidder to correct errors or omissions in the Bid other than as identified in paragraph A.13.

**A.18 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS**

The County will conduct a due diligence review of all Bids received to determine if the Bidder is responsible and responsive.

To be responsive a Bidder must submit a Bid that conforms in all material respects to the requirements of this IFB and contains all the information, fully completed attachments and forms, and other documentation required. Bids that are deemed non-responsive will not be considered.

To be responsible, a Bidder must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this IFB. Bids submitted by Bidders that are deemed non-responsible will not be considered.

**A.19 SCRUTINIZED COMPANIES FORM**

Pursuant to Florida Statute Section 287.135, as of July 1, 2012, a company that, at the time of submitting a response for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, is ineligible for, and may not submit a response for or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. To the extent certification is required, it shall be provided on Attachment E, *Vendor Certification Regarding Scrutinized Companies Lists*.



#### **A.20 LOCAL PREFERENCE FORM**

To qualify for local preference, a local business, as defined in Section B, Terms and Conditions, must provide certification to County by completing an 'Affidavit as to Local Business' form which is available for download at [www.mymanatee.org/vendor](http://www.mymanatee.org/vendor). Click on 'Affidavit for Local Business' to access and print the form. Complete, notarize, and return the original with Bidder's Bid. It is the responsibility of the Bidder to ensure accuracy of the affidavit and notify County of any changes affecting its local business status.

#### **A.21 COLLUSION**

Bidder certifies that its Bid is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal of Bidder from participation in future County solicitations for a specified period.

The County reserves the right to disqualify a Bidder during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Bidder.

#### **A.22 PUBLIC ENTITY CRIMES**

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee County Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past five years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, Manatee County Code of Laws requires all persons or entities desiring to contract with Manatee County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with Manatee County. Bidder must submit a completed *Public Contracting and Environmental Crimes Certification* with its Bid.

#### **A.23 ENVIRONMENTAL SUSTAINABILITY**

Bidders are encouraged to use as many environmentally preferable "green" products, materials, supplies, etc. as possible to promote a safe and healthy environment. Environmentally preferable are products or services that have a reduced adverse effect on the environment.

Bidders shall acknowledge in their Bid if their firm has an environmental sustainability initiative. In addition, the bidder shall submit a summary of their environmental sustainability initiative along with their bid. This information will be used as a determining factor in the award decision when all other evaluative factors, including local preference policies are otherwise equal.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, as that term is defined in Section 287.133, Florida Statutes, may not submit a bid to provide any goods or services to a public entity; may not submit a bid with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform Work as a contractor, supplier, Subcontractor, or consultant under an agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Code of Laws prohibits the award of any bid to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to do business with County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached herein for this purpose.

#### **A.24 DISCOUNTS AND PRICING**

All discounts must be incorporated in the prices contained in the bid and not shown separately. Unless otherwise specified in this IFB, pricing must be all inclusive, including delivery costs. The prices indicated on the Pricing Form shall be the prices used in determining award.

#### **A.25 PROTEST**

Any actual bidder, proposer, or contractor who is aggrieved in connection with the notice of intent to award of a contract with a value greater than \$250,000 where such grievance is asserted to be the result of a violation of the requirements of the Manatee County Procurement Code or any

applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Procurement Official.

Protest must be in writing and delivered via email at [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org) or by hand delivery to the Procurement Division at 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement process during a protest. The Procurement Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

For additional information regarding the County protest process, visit the Procurement Division webpage on the County website.

**A.26 LICENSES AND PERMITS**

The successful Bidder shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Bidder is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

**A.27 CONFLICT OF INTEREST**

Manatee County Code of Laws prohibits contracts where conflicts are found to exist. Bidder shall not be currently engaged in, or if awarded, will not become engaged in any obligations, undertakings or contracts that will require Bidder to maintain an adversarial role against the County or that will impair or influence the advice or recommendations it provides to the County.

**A.28 BASIS OF AWARD**

Award(s) will be made to the responsive, responsible Bidder having the lowest Quote. The County, at its sole discretion, may make multiple awards based upon groups, price, or other such criteria. Whenever the lowest quote is submitted by two or more Bidders and are equal with respect to price, quality, and/or service, the quote received from a local business shall be given preference in the award. Whenever two or more lowest quotes are received from local businesses and are equal with respect to price, quality, and/or service, the award shall be determined by a chance drawing to be conducted by the Procurement Official in a publicly noticed meeting.

Local business is defined as a business legally authorized to engage in the sale of goods and/or services which, for at least six months prior to the announcement of the solicitation for quotes, has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas, or Sarasota County, and which has had at least one full-time employee at that location during the qualifying period.

#### **A.29 SOLICITATION SCHEDULE**

The following schedule has been established for this Solicitation process. Refer to the County's website ([www.mymanatee.org](http://www.mymanatee.org) > Online Services > *Bids & Proposals*) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
Mandatory Solicitation Information 1112 Manatee Avenue West, Suite 803, Procurement Division Conference Room, Bradenton, FL 34205.	October 02, 2018 at 10:00 A.M.
Question and Clarification Deadline	October 09, 2018 at 3:00 P.M.
Final Addendum Posted	October 16, 2018
Bid Response Due Date and Time	October 23, 2018, no later than 3:00 p.m.
Projected Award	November 2018

**END OF SECTION A**

## **SECTION B**

IFB No.18-R069731GL  
Construction of ADA Compliant Bus Stop Landing Pads,  
Walkways, Sidewalks, Shelter Pads and Bench Pads  
for the MCAT 2018 project  
Manatee County BCC

**SECTION B**  
**MINIMUM QUALIFICATIONS**

**B.01 MINIMUM QUALIFICATIONS**

Bidders must submit the information and documentation requested that confirms Bidder meets the following minimum qualification requirement(s):

1. Must be registered with the State of Florida, Division of Corporations to do business in Florida.

**No documentation is required. The County will verify registration.**

2. Must possess a current, valid Certified General Contractor or a Certified Building Contractor issued by the Florida Department of Business and Professional Regulation.

**Provide a copy of Bidder's Certified General Contractor or a Certified Building Contractor issued by the Florida Department of Business and Professional Regulation.**

3. Must have attended the Mandatory Information Conference and site visit.

**No documentation is required. The County will verify attendance on the Conference sign-in sheets.**

4. The Bidder has provided General Contractor services for at least three clients since October 15, 2015, each included at least two of the following components: (i) bus stop landing pads, (ii) walkways, (iii) sidewalks, (iv) bus shelter pads and (v) bus shelter bench pads.

**Provide the following information for the three qualifying clients.**

- a) Name of client
- b) Location (City/State)
- c) Client contact name
- d) Contact phone
- e) Contact email
- f) Service dates (Start/End)
- g) Components

5. Bidder has not been convicted of a public entity crime per Section 287.133, Florida Statutes or environmental law in the past five years.

**Bidder must complete Excel Bid Form Sheet Exhibit 1 and submit with its Offer attesting that it has not been convicted of a public entity crime or environmental law in the past five years.**

6. If Bidder is submitting as a joint venture must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

**If Bidder is a joint venture, provide a copy of Bidder's approved filing with the Florida Department of Business and Professional Regulation. If Proposer is not a joint venture, provide a statement to that effect.**

7. Bidder has no reported conflict of interests in relation to this IFB.

**Disclose the name of any officer, director or agent who is also an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in the Proposer's firm or any of its branches. If no conflicts of interests are present, Bidder must submit a statement to that effect.**

END OF SECTION B

## **SECTION C**

### **SCOPE OF WORK**

#### **C.01**    **BACKGROUND INFORMATION**

The County is requesting Bids from qualified Bidders for the construction of ADA compliant bus stop landing pads, walkways, sidewalks, bus stop shelter pads and bench pads for the Manatee County Area Transit (bus) system. There are approximately 100 bus stops in the first year. There will be approximately 150 stops remaining to be upgraded. This project is Funded by the Federal Transit Administration. Bidders shall comply fully with all Federal and State guidelines for this procurement, included in this IFB. Davis Bacon Prevailing Wage Rate in Effect for this project.

#### **C.02**    **SCOPE**

Successful Bidder shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to procure the services of a Certified General Contractor or a Certified Building Contractor, on an “as required” basis for the construction of ADA compliant bus stop landing pads, walkways, sidewalks, shelter pads and bench pads throughout various locations of the County in accordance with the specifications, plans, terms and conditions of this Bid services that will meet the requirements of the County.

#### **C.03**    **TECHNICAL SPECIFICATIONS**

Successful Bidder shall perform work in accordance with the Technical Specifications, Drawings, and Plans included in this IFB.

**END OF SECTION C**

# **SPECIFICATIONS**

**Division 1 - Division 16**

**ADA BOARDING, BASE PADS  
ADA BOARDING PADS W/SHELTER SLABS  
ADA BOARDING PADS W/ BENCH SLABS**

**MANATEE COUNTY PUBLIC WORKS  
1022 26<sup>th</sup> Avenue East  
Bradenton, FL 34208**

**September, 2013**

**May 2017, Update to Florida Building Code**



**Specifications**  
**Division 1 - Division 16**

**ADA BOARDING, BASE PADS**  
**ADA BOARDING PADS SHELTER SLABS**  
**ADA BOARDING PADS W/ BENCH SLABS**

**MANATEE COUNTY PUBLIC WORKS**  
**1022 26<sup>th</sup> Avenue East**  
**Bradenton, FL 34208**

**September, 2013**  
**May 2017, Update to Florida Building Code**

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**DIVISION 12 - NOT APPLICABLE**

**DIVISION 13 - NOT APPLICABLE**

**DIVISION 14 - NOT APPLICABLE**

**DIVISION 15 - NOT APPLICABLE**

**DIVISION 16 - NOT APPLICABLE**

**END  
TABLE OF CONTENTS**

## SECTION 01005

### ADMINISTRATIVE PROVISIONS

#### PART 1      GENERAL

##### 1.01      WORK COVERED BY CONTRACT DOCUMENTS

- A. The Base Bid shall be all Work associated with the construction of a site specific Americans with Disabilities Act (ADA) bus boarding pad for the Manatee County Public Works Department located in Manatee County, Florida.

There are three (3) separate drawing packages provided on 11" x 17" with one (1) Bid Form which consists of:

- (1) ADA Boarding Pads, Base Bid
- (2) ADA Boarding Pads W/Bench Slabs
- (3) ADA Boarding Pads W/ Shelter Slabs

County Project Manager shall provide the Contractor location and details of the ADA Pads required for installation.

- B. All applicable work shall conform to the 2014, Fifth Edition of the Florida Building Code, latest Americans with Disabilities Act and all applicable codes and ordinances.

##### 1.02      SEQUENCE OF CONSTRUCTION

- A. The site work and construction shall be coordinated with the Manatee County Project Manager.

##### 1.03      COORDINATION

- A. Coordinate work of the various Sections of Specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items Installed later.

##### 1.04      FIELD ENGINEERING

- A. The Contractor shall provide field engineering services; establish grades, lines and levels, by use of a recognized engineering surveyor who is registered and licensed in the State of Florida. Contractor shall be responsible for all surveying fees incurred.
- B. Control datum for survey is that shown on Drawings. The Contractor shall locate the reference points and the Contractor shall protect and control those referenced points.

#### 1.05 REFERENCE STANDARDS

- A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. The date of the standard and / or code is that in effect as of the contract date, except when a specific date is specified.

#### 1.06 CONFLICTS IN THE DOCUMENTS

- A. Should conflicts arise between the contract documents and the specifications, the contractor shall report the discrepancy to the Owner.
- B. Should conflicts arise between the contract documents and the specifications, the more stringent criteria shall apply. If this does not apply, the specifications shall take precedence.

### PART 2            PRODUCTS

Not Used.

### Part 3            EXECUTION

Not Used

END OF SECTION

**SECTION 01019**

**CONTRACT CONSIDERATIONS**

**PART 1      GENERAL**

**1.01    CONTRACTOR WARRANTIES**

- A.      The County shall also require the successful Contractor to represent and warrant that:
1.      The construction schedule and budget include reasonable contingencies and reserves for design and plan revision, modifications, coordination, clarification or interpretation that may reasonably be anticipated on a project of this type.  
  
         Clarification: No specific contingency amount will be determined by the County. Pricing provided by the Contractor shall include all costs for furnishing all labor, equipment and / or materials, incidentals required for the completion of the Work in accordance with and in the manner set forth and described in the Contract documents.
  2.      Construction plans and specifications are two dimensional instruments of professional service and usually require some degree of revision, interpretation, coordination, clarification or modification as actual construction presents them in three dimensions during the construction phase.
  3.      The County and the Architect have exercised reasonable care in endeavoring to coordinate the architectural, mechanical and structural design into a cohesive set of plans and specifications. However, the General Contractor acknowledges that it is not possible to address every element of coordination during the design process and some coordination errors or deficiencies probably will be encountered during the construction phase of the project.

**1.02    APPLICATIONS FOR PAYMENT**

- A.      Each Application for Payment shall be consistent with the previous applications and payments as reviewed by the County's representative and paid for by the County.
1.      The Initial Application for Payment, the Application for Payment at time of Substantial Completion, and Final Application for Payment involve additional requirements. See items G, I, J and K of this section.
- B.      Payment Application Forms: Use the Manatee County's most updated form as the form for Application for Payment. Form given at the Preconstruction Conference.
- C.      Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the County. Incomplete applications will be returned without action.
1.      Entries shall match data on the Bid Form data.
  2.      Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

- E. Transmittal: Submit three (3) original executed copies of each Application for Payment to the Project Manager by means ensuring receipt within 24 hours; one copy shall be complete, including waivers of lien and similar attachments, when required.
  - 1. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Project Manager
- F. Waivers of Mechanics Lien: With each Application for Payment submit waivers of mechanics liens from subcontractors and suppliers for the construction period covered by the previous application.
  - 1. Submit partial waivers on each item for the amount requested, prior to deduction of retainage on each item.
  - 2. When an application shows completion of an item, submit final or full waivers.
  - 3. The County reserves the right to designate which entities involved in the work must submit waivers.
  - 4. List all Subcontractors start and finish dates to substantiate any Notice to owner received by the Project manager.
- G. Pictures of the work areas shall be included with each Application for Payment per location.
- H. Initial Application for Payment: Administrative actions and submittals that precede or coincide with the submittal of the first Application for Payment include the following:
  - 1. List of principal subcontractors.
  - 2. List of principal suppliers.
  - 3. Schedule of Values
  - 4. Approved Contractor Construction Schedule (preliminary if not final).
  - 5. Schedule of principal products
  - 6. Schedule of unit prices (if applicable).
  - 7. Submittal schedule (preliminary if not final).
  - 8. List of Contractor's staff assignments.
  - 9. Copies of building permits for trades requiring separate permits.
  - 10. Copies of authorizations and licenses from governing authorities for performance of the Work.
  - 11. Initial progress report.
  - 12. Report of Pre-construction Meeting.
  - 13. Initial settlement survey and damage report (if required).
  - 14. Listing of all long lead procurement items monthly applications for payment will be accompanied with updated schedule and review of as-built drawings.
- I. Interim Application for Payment: Payment will be processed once a month. No applications will be processed without receipt of previous month's waiver of liens described in subsection F above. Payment for item will be based on percentage completed as determined and approved by the County Project Manager or Invoice for store materials. Retainage (10%) will be held for all interim applications.
- J. Administrative actions and submittals that shall proceed or coincide with Substantial Completion Payment. Substantial Completion as defined per the County's **General Conditions** and shall include:

1. Occupancy permits and similar approvals
  2. Warranties (guarantees) and maintenance agreements. The warranty shall be for one (1) year from acceptance of each shelter slab.
  3. Change-over information related to Owner's occupancy, use, operation and maintenance.
  4. Final cleaning.
  5. Application for reduction of retainage and consent of surety.
  6. List of incomplete Work, recognized as exceptions to Project Manager Certificate of Substantial Completion.
- K. Final payment Application: Administrative actions and submittals which must precede or coincide with submittal of final payment. Application for Payment includes the following:
1. Completion of Project Close-out requirements.
  2. Completion of items specified for completion after Substantial Completion
  3. Assurance that unsettled claims will be settled.
  4. Assurance that all work has been completed and accepted.
  5. Proof that taxes, fees and similar obligations have been paid.
  6. Removal of surplus materials, rubbish and similar elements.

**PART 2**      **PRODUCTS**

Not used.

**PART 3**      **EXECUTION**

Not used.

**END OF SECTION**

**SECTION 01200**  
**COORDINATION AND MEETINGS**

**PART 1**      **GENERAL**

**1.01**    **COORDINATION**

- A.      Coordinate scheduling, submittals and work of the various Sections of Specifications to assure efficient and orderly sequence of installation of interdependent construction elements with provisions for accommodating items installed later.
- B.      Coordinate completion and clean up of work of separate sections in preparation for Substantial Completion.

**1.02**    **FIELD ENGINEERING**

- A.      The Contractor shall provide and pay for all surveying.
- B.      The Contractor shall locate and protect survey control and reference points.
- C.      Control datum for survey is that established by County provided survey and shown on Drawings.
- D.      The Contractor shall provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

**1.03**    **PRECONSTRUCTION CONFERENCE**

- A.      County will schedule a conference after Notice of Award.
- B.      Attendance Required: County and Contractor.
- C.      Minimum Agenda:
  - 1.      Verification of need for additional Contract Documents.
  - 2.      Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
  - 3.      Designation of personnel representing the parties in Contract and County.
  - 4.      Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
  - 5.      Scheduling.
  - 6.      Construction site access.

**1.04**    **PROGRESS MEETINGS**

- A.      Schedule and administer weekly meetings throughout progress of the work.



- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within three days to the County, participants, and those affected by decisions made.
- C. Provide an updated schedule at every meeting, address areas of work (especially critical path tasks) and corrective action to be taken
- D. Attendance Required: Project manager, Superintendent, and County.
- E. Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Contractors report.
  - 3. Review of schedule
  - 4. Review of old business.
  - 5. New business.

**PART 2**      **PRODUCTS**

Not used.

**PART 3**      **EXECUTION**

Not used.

**END OF SECTION**

**SECTION 01300**

**SUBMITTALS**

**PART 1      GENERAL**

**1.01      SUBMITTAL PROCEDURES**

- A.      Transmit each submittal package per Specification Section with County approved transmittal form. All submittals that do not include total package per specification section will be returned un-reviewed. Each submittal shall include the specification number followed by the sequential submittal number.
- B.      Re-submittals are to have original number with an alphabetic suffix noting the original status of the submittal, such as R-1, R-2, etc.
- C.      Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and Specification Section number, as appropriate.
- D.      On each submittal and copy apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the work and Contract Documents.
- E.      Schedule submittals to expedite the Project according to approved schedule, and deliver to address provided by the. Coordinate submission of related items. Forward a copy of entire submittal to County.
- F.      Identify variations from Contract Documents which may be detrimental to successful performance of the completed work. Failure to identify variations will be considered to mean that the Contractor intends to install the work with no variation from the Contract Documents.
- G.      Revise and resubmit submittals as required, identify all changes made since previous submittal. Re-submittals shall have original submittal number with suffix letter as noted in B above.
- I.      Distribute copies of reviewed submittals to all suppliers and subcontractors impacted by the submittal. Do not allow work to be done using un-reviewed submittals. Instruct suppliers and subcontractors to promptly report any inability to comply with provisions.

**1.02      SHOP DRAWINGS**

- A.      Submit 3 sets of all shop drawing, 2 of which will be retained by the County. Provide additional shop drawings as required to be returned for the proper coordination of the work with suppliers and subcontractors. The exact number of shop drawings will be verified at the pre-construction conference.
- B.      After review, reproduce and distribute in accordance with Article on Procedures above and for Record Documents.

1.03 PRODUCT DATA

- A. Submit 3 sets of all submittals, 2 of which will be retained by the County. The contractor shall provide additional copies of the submittal as required to be returned for the proper coordination of the work with suppliers and subcontractors. The exact number of copies will be verified at the pre-construction conference.
- B. Mark each copy to identify applicable products, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents.

**PART 2**      **PRODUCTS**

Not used.

**PART 3**      **EXECUTION**

Not used.

**END OF SECTION**

**SECTION 01305  
MODIFICATION PROCEDURES**

**PART 1      GENERAL**

**1.01      SUMMARY**

- A.      This section specifies administrative and procedural requirements for handling and processing Contract modifications.

**1.02      MINOR CHANGES IN THE WORK**

- A.      Supplemental instructions authorizing minor changes in the work, not involving an adjustment to the Contract Sum or Contract Time, will be issued by the Project Manager.

**1.03      CHANGE ORDER PROPOSAL REQUESTS**

- A.      County-initiated Proposal Requests: Proposed changes in the work that will require adjustments to the Contract Sum or Contract Time will be issued by the Project Manager, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.

- 1.      Proposal requests issued by the Project Manager are for informational purposes only. Do not consider them instruction either to stop work in progress, or to execute the proposed changes.
- 2.      Unless otherwise indicated in the proposal request, within 10 days of receipt of the proposal request, submit to the Project Manager from the County's review, an estimate of cost necessary to execute the proposed change.
  - a.      Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
  - b.      Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - c.      Include a statement indicating the effect the proposed change in the work will have on the Contract Time.
  - d.      Contractor and subcontractors will provide a complete detailed labor and material breakdown to justify change order request amounts.

- B.      Contract-Initiated Change Order Requests: When latent or other unforeseen conditions in mutual accord with the County Representative's finding require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the County.

- 1.      Include a statement outlining the reasons for the change and the effect of the change on the work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum or Contract Time.
- 2.      Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Comply with requirements regarding product substitutions if the proposed change in the work required that the substitution of one product or system for a product or system not specified.

**PART 2**      **PRODUCTS**

Not used.

**PART 3**      **EXECUTION**

Not used.

**END OF SECTION**

**SECTION 01400**  
**QUALITY CONTROL**

**PART 1**      **GENERAL**

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions and workmanship to produce work of specified quality.

**1.02 WORKMANSHIP**

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality. Refer to individual specifications sections for requirements for approvals by product manufacturers.

**1.03 TESTING LABORATORY SERVICES**

- A. The Contractor shall employ and pay for services of an Independent Testing Laboratory to perform inspections, tests and other services required by individual Specifications Sections.
- B. Services will be performed in accordance with requirements of governing authorities and with standards specified in each technical; specification section.
- C. Reports will be submitted to the Contractor and the County indicating observations and results of tests, indicating compliance or non-compliance with specified standards and with Contract Documents.
- D. Contractor shall cooperate with Testing Laboratory personnel including scheduling of the testing, furnish tools, samples of materials, design mix, storage and assistance as requested.
  - 1. Notify County and Testing Laboratory at least 24 hours prior to expected time for operations requiring testing services. Changes by the Testing Laboratory for waiting time and cancellations without prior notification shall be paid by the Contractor.
- E. Any retesting required for failed or unresponsive tests will be paid by the contractor. The Contractor shall directly reimburse the County for the cost as stated above or will include the cost as a credit to the County which will be reflected in the Request for Payment.

**PART 2**      **PRODUCTS**

Not used.

**PART 3**      **EXECUTION**

Not used.

**END OF SECTION**

**SECTION 01600**

**PRODUCTS**

**PART 1      GENERAL**

**1.01    REQUIREMENTS INCLUDED**

- A.     Products.
- B.     Transportation and Handling.
- C.     Storage and Protection
- D.     Product Options.
- E.     Products List.
- F.     Substitutions.

**1.02    PRODUCTS**

- A.     Products include material.
- B.     Comply with Specifications and referenced standards as minimum requirements.
- C.     Components required to be supplied in quantity within a Specification section shall be the same and shall be interchangeable.

**1.03    TRANSPORTATION AND HANDLING**

- A.     Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- B.     Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C.     Promptly inspect shipments to assure that products comply with requirements, quantities are correct and products are undamaged.

**1.04    STORAGE AND PROTECTION**

- A.     Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
- B.     Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged and are maintained under required conditions.

**PART 2**      **PRODUCTS**

Not Used.

**PART 3**      **EXECUTION**

Not Used.

**END OF SECTION**



**SECTION 01700**  
**PROJECT CLOSEOUT**

**PART 1 GENERAL**

**1.01 REQUIREMENTS INCLUDED**

Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the work.

**1.02 SUBSTANTIAL COMPLETION**

- A. The Contractor shall submit the following items when the Contractor considers the work to be substantially complete:
  - 1. A written notice that the work or designated portion thereof, is substantially complete.
  - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, the County shall make an inspection to determine the status of completion.
- C. If the County determines that the work is not substantially complete:
  - 1. The County shall notify the Contractor in writing, stating the reasons.
  - 2. The contractor shall remedy the deficiencies in the work and send a second written notice of substantial completion to the County.
  - 3. The County shall re-inspect the work.

**1.03 FINAL INSPECTION**

- A. When the Contractor considered the work to be complete, he shall submit written certification stating that:
  - 1. The work has been inspected for compliance with Contract Documents
  - 2. The work has been completed in accordance with Contract Documents.
  - 3. The work is completed and ready for final inspection.
- B. The County shall make an inspection to verify the status of completion after receipt of such certification.
- C. If the County determines that the work is incomplete or defective:
  - 1. The County shall promptly notify the Contractor in writing, listing the incomplete or defective work.
  - 2. The Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to County that the work is complete.
  - 3. The County shall re-inspect the work.

- D. Upon finding the work to be acceptable under the Contract Documents, the County shall request the Contractor to make closeout submittals.
- E. For each additional inspection beyond a total of two (2) inspections for substantial and final completion due to the incompleteness of the work, the Contractor shall reimburse the County's fees.

**1.04 FINAL ADJUSTMENT OF ACCOUNTS**

- A. Submit a final statement of accounting to the County.
- B. Statement shall reflect all adjustments to the Contract Sum:
  - 1. The original Contract Sum.
  - 2. Additions and deductions resulting from:
    - a. Previous Change Orders
    - b. Unit Prices
    - c. Penalties and Bonuses
    - d. Deductions for Liquidated Damages
    - e. Other Adjustments
  - 3. Total Contract Sum, as adjusted.
  - 4. Previous payments.
  - 5. Sum remaining due.
- C. Project Management shall prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change orders.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01710**

**CLEANING**

**PART 1 GENERAL**

**1.01 REQUIREMENTS INCLUDED**

Execute cleaning during progress of the work and at completion of the work, as required by the General Conditions.

**1.02 DISPOSAL REQUIREMENTS**

Conduct cleaning and disposal operations to comply with all Federal, State and Local codes, ordinances, regulations and anti-pollution laws.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

**PART 3 EXECUTION**

**3.01 DURING CONSTRUCTION**

- A. Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulation of waste materials, rubbish and wind-blown debris, resulting from construction operations.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

**3.02 DUST CONTROL**

- A. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.
- B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

**3.03 FINAL CLEANING**

- A. Employ skilled workmen for final cleaning.
- B. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- C. Prior to final completion or County occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire work is clean.

**END OF SECTION**

**SECTION 02230**

**SITE WORK AND FOUNDATION EXCAVATIONS  
AND EARTHWORK**

**PART 1      GENERAL**

**1.01 SECTION REQUIREMENTS**

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicates.
- C. Notify utility locator service for area where Project is located before site clearing.

**PART 2      PRODUCTS**

Not Applicable.

**PART 3      EXECUTION**

**3.01 GENERAL**

- A. Protect and maintain benchmarks and survey control points from disturbance.
- B. Install erosion and sedimentation control measures before site clearing.
- C. Protect site improvements to remain from damage. Restore damaged improvements to condition existing before start of site clearing.
- D. Locate and clearly flag trees and vegetation to remain or to be relocated.
- E. Protect remaining trees and shrubs from damage and maintain vegetation. Employ a licensed arborist to repair tree and shrub damage. Restore damaged vegetation. Replace damaged trees that cannot be restored to full growth, as determined by arborist.
- F. Do not store materials or equipment or permit excavation within drip line of remaining trees.
- G. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.

**3.02 SITE CLEARING**

- A. Strip topsoil. Stockpile topsoil that will be reused in the Work.
- B. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.

- C. Remove existing above-and below-grade improvements as indicated and as necessary to facilitate new construction.
- D. Remove slabs, paving, curbs, gutters, and aggregate base as required for the new pad construction.
- E. Dispose of waste materials, including trash, debris, and excess topsoil, off Owner's property. Burning waste materials on-site is not permitted.

### 3.03 SITE PREPARATION

- A. Prior to construction, the location of any existing underground utility lines within the construction area should be established. Notify the Owner of any interfering utility lines within the construction area. Abandoned underground pipes shall be removed or plugged.
- B. The site shall be cleared; this primarily includes the removal of the ground brush, root mats or other deleterious and organic materials encountered. Undesirable material shall be removed prior to beginning further construction at the site. As a minimum, the clearing operations shall extend at least 5 feet beyond the building lines. Any "topsoil" removed from the building areas shall be stockpiled in designated locations for use in landscaped areas. Any excavations or cavities formed by the removal of organic material or ground brush should be filled with clean compacted structural fill.
- C. Following the clearing operations, the exposed subgrade should be evaluated by the Owner and proofrolled to confirm that all unsuitable materials have been removed. The proofrolling should consist of compaction with a large diameter, heavy static drum roller or fully-loaded 2 cubic yard capacity, rubber tired, front-end loader. Large vibratory compaction equipment will not be used due to vibration concerns relating to the masonry structures that exist on-site. Careful observations should be made during proofrolling to help identify any areas of soft yielding soils that may require overexcavation and replacement. Notify the Owner of suspect areas.
- D. A minimum of ten (10) overlapping passes shall be made by the static roller over the building areas, with the successive passes aligned perpendicular. Within the building area, the fill soils and natural ground, to a minimum depth of one (1) foot below stripped grade, shall be compacted to a dry density of at least 95% of the modified Proctor maximum dry density (ASTM D-1557).
- E. Following satisfactory completion of the initial compaction on the existing grade, the proposed project area may be brought up to finished subgrade levels. Fill should consist of fine sand with less than 12% passing the No. 200 sieve, free of rubble, organics, clay, debris and other unsuitable material. Native soil may be used for fill if approved. Submit tests for approval of native soil and/or imported fill. Approved sand fill should be placed in loose lifts not exceeding 12 inches in thickness and should be compacted to a minimum of 95% of the modified Proctor maximum dry density. Density tests to confirm compaction will be performed in each fill lift before the next lift is placed. Testing is by Owner.
- F. Control soil moisture contents in order to facilitate proper compaction. If additional moisture is necessary to achieve compaction objectives, then water should be applied in such a way that it will not cause erosion or removal of the subgrade soils. Moisture content within the fill soil should be controlled to within  $\pm 2\%$  of optimum as established in ASTM D-1557 to help insure

development of both density and stability during compaction operations.

- G. All slab/foundation excavations will be observed by the Owner to explore the extent of any loose, soft, or otherwise undesirable materials. If the foundation excavation is approved, the bottom of foundation excavations should be compacted to develop a minimum density requirement of 95% of the modified Proctor maximum dry density (ASTM D-1557), for a minimum depth of one (1) foot below the bottom of the footing depth, as determined by field density compaction tests. Backfill soils placed adjacent to existing footings should be carefully compacted with a light rubber-tired roller or vibratory plate compactor to avoid damaging the footings or walls. Approved sand fills, to provide foundation embedment constraint, should be placed in loose lifts not exceeding six (6) inches and should be compacted to a minimum of 95% of the modified Proctor maximum dry density.
- H. If soft pockets are encountered in the footing excavations, the unsuitable materials shall be removed and the footings may be located at a lower elevation on firm, acceptable material, or the proposed footing elevation may be re-established by backfilling after the undesirable material has been removed. This backfilling may be done with a very lean concrete or with a well-compacted, suitable fill such as clean sand, gravel, or crushed Florida Department of Transportation (FDOT) No. 57 or FDOT No. 67 stone. Sand backfill shall be compacted to a dry density of at least 95% of the modified Proctor maximum dry density (ASTM D-1557), as previously described.
- I. Immediately prior to reinforcing steel placement, the bearing surfaces of all footing and floor slab areas shall be compacted using hand operated mechanical tampers. In this manner, any localized areas which have been loosened by excavation operations should be adequately re-compacted.
- J. After inspection, approval and final compaction of footing bottoms the foundation concrete shall be placed as quickly as possible to avoid exposure of the footing bottoms to wetting and drying. Surface run-off water should be drained away from the excavations and not be allowed to pond. The foundation concrete should be placed during the same day the excavation is made. If it is required that the footing excavations be left open for more than one day, they should be protected to reduce evaporation or entry of moisture.

**END OF SECTION**

**SECTION 02270**  
**EROSION CONTROL**

**PART 1 - GENERAL**

**1.01 WORK INCLUDED**

- A. The work of this section consists of furnishing all necessary labor, equipment, material and transportation necessary to provide temporary and permanent erosion and sediment control as required by appropriate government agency permits, the plans and as noted in this specification.

**PART 2 - EXECUTION**

**2.01 INSTALLATION**

- A. Install temporary erosion and sediment control items prior to clearing and commencing earthwork or as soon as practical as sitework progresses.

**2.02 PROTECTION**

- A. Stabilization of Denuded Areas: No disturbed area may be denuded for more than thirty (30) calendar days, (excluding rights-of-way) unless otherwise authorized by the Owner's Engineer. During construction, denuded areas shall be covered by mulches such as straw, hay, filter, seed and mulch, sod or some other permanent vegetation. Within sixty (60) calendar days after final grade is established on any portion of a project site, that portion of the site shall be provided with established permanent soil stabilization measures per the original site plan, whether by impervious surface or landscaping.
- B. Protection and Stabilization of Stockpiles: Fill material stockpiles shall be protected at all times by on-site drainage controls which prevent erosion of the stockpiled material. Control of dust from such stockpiles may be required, depending upon their location and the expected length of time the stockpiles will be present. In no case shall an unstabilized stockpile remain after thirty (30) calendar days.
- C. Protection of Existing Storm Sewer Systems: During construction, all storm sewer inlets shall be protected by approved sediment traps such as secured hay bales, sod, stone, etc., which shall be maintained and modified as required by construction progress, and which must be approved by the Owner's Engineer.
- D. Sediment Trapping Measures: Sediment basins and traps, perimeter berms, filter fences, berms, sediment barriers (hay bales), vegetative buffers and other measures intended to trap sediment and/or prevent the transportation of sediment onto adjacent properties, or into existing water bodies, must be installed, constructed or, in case of vegetative buffers, protected from disturbance, as a first step in the land alteration process.



- E. Silt curtains or other filter/siltation reduction devices must be installed on the downstream side of the in channel alteration activity to eliminate impacts due to increased turbidity. Whenever stream crossings are required, properly sized temporary culverts shall be provided by the Contractor and removed when construction completed. The area of the crossing shall be restored to a condition as nearly as possible equal to that which existed prior to any construction activity.
- F. Swales and Ditches: All swales, ditches and channel leading from the site shall be sodded within three (3) days of excavation. All other interior swales, etc., including detention areas will be sodded prior to issuance of as Certificate of Occupancy.

## 2.03 PERFORMANCE

- A. Maintenance: All erosion and siltation control devices shall be checked regularly, especially after each rainfall and will cleaned out and/or repaired as required.

**END OF SECTION**

**SECTION 02280**

**SOIL TREATMENT FOR TERMITE CONTROL**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF WORK**

- A. Provide soil treatment for termite control below grade as specified.

**1.02 QUALITY ASSURANCE**

- A. In addition to the requirements of these specifications, comply with manufacturer's instructions and recommendations for the work, including preparation of substrate and application.
- B. Engage a professional pest control operator, licensed by the State of Florida for application of soil treatment solution.

**1.03 JOB CONDITIONS**

- A. Restrictions: Do not apply soil treatment solution until excavating, filling and grading operations are completed except as otherwise required in construction operations..
- B. Ensure penetration: do not apply soil treatment during inclement weather. Comply with other handling and application instructions of the soil toxicant manufacturer.

**1.04 SUBMITTALS**

- A. Product Data: Submit four-copies of manufacturer's technical data and application instructions. Include toxicants to be used, composition by percentage, dilution schedule, and intended application rate.

**1.05 GUARANTEE**

- A. Furnish four-copies of written guarantee certifying that the applied soil poisoning treatment will prevent the infestation of subterranean termites. If subterranean termite activity is discovered during the guarantee period, the Contractor will re-treat the soil around the boarding pads.
- B. Provide guarantee for a period of five years.
- C. The Owner reserves the right to renew warranty for an additional 5-years at an additional cost.

**1.06 REGULATORY REQUIREMENTS**

- A. Conform to applicable code for requirements for application in accordance with the EPA.
- B. Comply with the general requirements of the Florida Building Code, Chapter 1 and Section 1816.

1.07 PROJECT CLOSEOUT

- A. Record moisture content of soil before application, date and rate of application, areas of application, diary of toxicity meter readings and corresponding soil coverage.

**PART 2 - PRODUCTS**

2.01 SOIL TREATMENT SOLUTION

- A. EPA approved, emulsible concentrate insecticide for dilution with water, specially formulated to prevent infestation by termites. Fuel oil is not permitted as a diluent. Provide a working solution of one of the following chemical elements and concentrations:
  - 1. Dursban T.C.: 1.0% in water emulsion.
  - 2. Prevail TC: 0.60% in water emulsion.
  - 3. Pryom: 0.75% in water emulsion.
- B. Other solutions may be used as recommended if acceptable to local governing authorities and the EPA. Use only soil treatment solutions, which are not injurious to planting.

**PART 3 - EXECUTION**

3.01 INSPECTION

- A. Examine the areas and conditions under which soil treatment for termite control is to be installed and notify the Owner in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.
- B. Verify that final grading is completed.

3.02 APPLICATION

- A. Surface Preparation: Remove foreign matter that could decrease effectiveness of treatment on areas to be treated. Loosen, rake and level soil to be treated, except previously compacted areas under slabs and foundations.
- B. Application Rates: Apply soil treatment solution as specified and in strict accordance with Manufacturer's recommendation for mixing and application.
  - 1. Allow not less than 12 hours for drying after application, before beginning concrete placement or other construction activities.
  - 2. Post signs in the areas of application warning workers that soil poisoning has been applied. Remove signs before areas are covered by other construction.

3. Reapply soil treatment solution to areas disturbed by subsequent excavation or other construction activities following initial application.

**END OF SECTION**

**SECTION 02510**  
**CONCRETE SIDEWALKS**

**PART 1 - GENERAL**

**1.01 WORK INCLUDED**

- A. The work included in this Section consists of furnishing all labor, material equipment and transportation for the construction of the sidewalks and ADA boarding pads to the lines and grades as shown on the Drawings and verified in the field for project specific projects.

**1.02 SUBMITTALS**

- A. All materials specified shall be certified by the producer or manufacturer that the furnished material meets the specific requirements of the specifications.

**PART 2 - PRODUCTS**

**2.01 MATERIALS**

- A. Concrete: Concrete shall be Class B that conforms to the requirements of Section 03000.
- B. Welded Wire Fabric: Welded wire fabric shall conform to the requirements of Section 03000.
- C. Preformed Joint Filler: Preformed joint filler shall be non-extruding and resilient bituminous type and shall conform to the requirements of AASHTO Designation M 153 or AASHTO Designation M 213.

**PART 3 - EXECUTION**

**3.01 PREPARATION**

- A. Subgrade Condition:
  - 1. The finished subgrade shall be maintained in a smooth, compact condition and any areas which are disturbed prior to placing of the concrete shall be restored at the Contractor's expense. The subgrade shall be moist at the time the concrete is placed. Water shall be uniformly applied ahead of the pouring operations as directed by the Owner. Large boulders and other obstructions shall be removed to a minimum depth of 6 inches below the finished subgrade elevation, and the space shall be backfilled with sand, base course material or other suitable material which shall be thoroughly compacted by rolling or tamping.
  - 2. The subgrade shall be accurately trimmed to the required elevation with a 1/4-inch tolerance. High areas shall be trimmed to proper elevation. Low areas may be filled with suitable material and compacted to the specified density or filled with concrete integrally with the placing of the pavement.
- B. Setting Forms: The forms shall be accurately set to line and grade and such that they rest firmly, throughout their entire length upon the compacted subgrade surface. Forms shall be

joined neatly and tightly and braced to resist the pressure of the concrete and the finished operations. The alignment and grade of all forms shall be approved before and immediately prior to the placing of concrete.

- C. **Mixing Concrete:** Concrete shall be mixed in accordance with the requirements of Section 03000.

### 3.02 INSTALLATION

- A. **Placing Concrete:**

- 1. The concrete shall be distributed on the subgrade to such depth that, when it is consolidated and finished, the thickness required by the Drawings will be obtained at all points and the surface will at no point be below the grade specified for the finished surface. The concrete shall be deposited on the subgrade in a manner which will require as little rehandling as possible. Placing of the concrete shall be continuous between transverse joints, without the use of intermediate bulkheads.
- 2. Reinforcement shall be placed as shown on the Drawings and shall be maintained at this location during the placing and finishing operations.

- B. **Striking-off, Consolidating And Finishing Concrete:** Immediately after the placing, the concrete shall be struck off, consolidated and finished, to produce a finished product conforming to the cross section, width and surface finish required by the Drawings and Specifications.

- C. **Straightedging and Surface Corrections:**

- 1. After floating has been completed and the excess water removed, but while the concrete is still in a plastic state, the surface of the concrete shall be tested for trueness with an accurate 10-foot straightedge. The straightedge shall be furnished by the Contractor. The straightedge shall be held in successive positions parallel to the walk center line, in contact with the surface, and the whole area tested from one side of the slab to the other as necessary. The advance along the walk shall be in successive stages of not more than one-half the length of the straightedge. Any depressions shall be immediately filled with freshly mixed concrete and struck-off, consolidated and refinished. High areas shall be cut down and refinished. Straightedge testing and surface correction shall continue until the entire surface appears to conform to the required grade and cross section. All surface irregularities exceeding 1/4 inch in a 10 foot shall be corrected.

- D. **Final Finish:** As soon as the water sheen has disappeared and just before the concrete becomes non-plastic, all edges, including expansion joint edges, shall be finished with an edging tool having a radius of 1/4 inch. Finally the top shall be given a light broom finish perpendicular to the forms.

- E. **Joints:**

- 1. **Transverse Construction Joints:** Transverse construction joints shall be constructed at the end of all pours and at other locations where the pouring operation are stopped for as long as 30 minutes. Construction joints, however, shall not be placed within five feet of any other transverse joint or of either end of a section of walk. If sufficient concrete has not been placed to form a slab at least five feet long, the excess concrete, back to the last preceding joint, shall be removed. The joints shall

be formed by placing a wood or metal bulkhead accurately and securely in place, in a plane perpendicular to the profile and center line of the walk. Construction joints shall have tooled edges with a 1/4-inch radius.

2. Transverse Contraction Joints: Transverse contraction joints shall be formed at five foot intervals and shall consist of planes of weakness created by an edging tool. The cut in the fresh concrete shall be perpendicular to the surface of the walk, shall extend to a depth of 1 1/2 inches below the top surface and shall have 1/4-inch radius tooled edges.
3. Transverse Expansion Joints: One half-inch expansion joints shall be formed by placing preformed joint filler around all structures and at intervals not exceeding 100 feet.

F. Curing:

1. After the finishing operations have been completed and as soon as the concrete has hardened sufficiently that marring of the surface will not occur, the entire surface and the edges of the newly placed concrete shall be water cured by misting or covering with a double thickness of burlap or other approved material kept thoroughly saturated with water.
2. The forms shall be kept wet until removed and upon removal, the curing specified herein shall be started immediately.
3. Concrete shall be cured for a period of 7 days for normal Portland cement or 4 days for high early strength cement.
4. Concrete poured in the dry shall not be submerged until it has attained sufficient strength to adequately sustain the stress involved, nor shall it be subjected to flowing water across the surface for 4 days.

- G. Form Removal: After the concrete has sufficiently set a minimum of 12 hours, the Contractor shall remove the forms and shall backfill the space on each side. The earth shall be compacted and graded in a satisfactory manner without damage to the concrete work. Honeycombs shall be filled with sand cement mortar. Plastering will not be allowed on the face of the walk. Rejected walk shall be removed and replaced without additional compensation.

**END OF SECTION**

**SECTION 02528**

**CONCRETE CURB, CURB AND GUTTER**

**PART 1 - GENERAL**

**1.01 WORK INCLUDED**

- A. The work included in this Section consists of furnishing all labor, material equipment and transportation for the construction of the curb and gutter to the lines and grades as shown on the Drawings.

**1.02 SUBMITTALS**

- A. All materials specified shall be certified by the producer or manufacturer that the furnished material meets the specific requirements of the specifications.

**PART 2 - PRODUCTS**

**2.01 MATERIALS**

- A. Concrete: Concrete shall be Class B that conforms to the requirements of Section 03000.
- B. Reinforcing Steel And Welded Wire Fabric: Reinforcing steel bars and welded wire fabric shall conform to the requirements of Section 03000.
- C. Preformed Joint Filler: Preformed joint filler shall be non-extruding and resilient bituminous type and shall conform to the requirements of AASHTO 153 or AASHTO Designation M 213.
- D. Joint Sealer For Gutters:
  - 1. Hot Poured Type: Joint sealer shall conform to the requirements of AASHTO Designation M 173.

Cold Applied Type: In lieu of the hot poured type, joint sealer shall be a one or two part polysulfide base self leveling sealant for horizontal surfaces that has been developed for foot and vehicular traffic. The sealant shall be listed on the Thiokol approved product list.



### **PART 3 - EXECUTION**

#### **3.01 PREPARATION**

**A. Subgrade Condition:**

1. The finished subgrade shall be maintained in a smooth, compact condition and any areas which are disturbed prior to placing of the concrete shall be restored at the Contractor's expense. The subgrade shall be moist at the time the concrete is placed. Water shall be uniformly applied ahead of the pouring operations as directed by the Owner.
2. The subgrade shall be accurately trimmed to the required elevation with a 1/4 inch tolerance. High areas shall be trimmed to proper elevation. Low areas may be filled with suitable material and compacted to the specified density or filled with concrete integrally with the placing of the pavement.

**B. Setting Forms:** The forms shall be accurately set to line and grade and such that they rest firmly, throughout their entire length upon the compacted subgrade surface. Forms shall be joined neatly and tightly and braced to resist the pressure of the concrete and the finished operations. The alignment and grade of all forms shall be approved before and immediately prior to the placing of concrete.

**C. Mixing Concrete:** Concrete shall be mixed in accordance with the requirements of Section 03000.

#### **3.02 INSTALLATION/APPLICATION**

**A. Placing Concrete:**

1. The concrete shall be distributed on the subgrade to such depth that, when it is consolidated and finished, the thickness required by the Drawings will be obtained at all points and the surface will at no point be below the grade specified for the finished surface. The concrete shall be deposited on the subgrade in a manner which will require as little rehandling as possible. Placing of the concrete shall be continuous between transverse joints, without the use of intermediate bulkheads.
2. Reinforcement shall be placed as shown on the Drawings and shall be maintained at this location during the placing and finishing operations.
3. Concrete shall be thoroughly consolidated against and along the faces of all forms by means of vibration. Tamping or vibration at any one location shall not continue so long as to produce puddling or the accumulation of excessive grout on the surface.

**B. Striking-Off, Consolidating And Finishing Concrete:**

1. Immediately after the placing, the concrete shall be struck off, consolidated and

finished, to produce a finished product conforming to the cross section, width and surface finish required by the Drawings and Specifications.

2. After the concrete has sufficiently set a minimum of 12-hours, the Contractor shall remove the forms and shall backfill the space on each side. The earth shall be compacted and graded in a satisfactory manner without damage to the concrete work. Honeycombs shall be filled with sand cement mortar. Plastering will not be allowed on the face of the curb. Rejected curb and gutter or valley gutter shall be removed and replaced without additional compensation.
- C. Final Finish: As soon as the water sheen has disappeared and just before the concrete becomes non-plastic, a light broom finish shall be given to the surface.
- D. Joints:
1. Transverse Construction Joints: Transverse construction joints shall be constructed at the end of all pours and at other locations where the pouring operation are stopped for as long as 30 minutes. Construction joints, however, shall not be placed within ten feet of any other transverse joint or of either end of a section of curb. If sufficient concrete has not been placed to form a slab at least ten feet long, the excess concrete, back to the last preceding joint, shall be removed. The joints shall be formed by placing a wood or metal bulk-head accurately and securely in place, in a plane perpendicular to the profile and center line of the pavement. Construction joints shall be sawed, in a manner similar to contraction joints, so that a groove will be formed for holding the joint sealing compound.
  2. Transverse Contraction Joints: Transverse contraction joints shall be constructed at ten foot intervals and shall consist of planes of weakness created by sawing the surface of the hardened concrete. The cut shall be perpendicular to the surface of the pavement, and shall extend to a depth of six inches below the top of the curb and one and one-half inches below the gutter.
    - a. It shall be the Contractor's responsibility to see that the sawing equipment does not damage the curb and to saw the transverse contraction joints as soon as the curb, curb and gutter has hardened to the degree that tearing and raveling are not excessive and before uncontrolled shrinkage cracking begins. If, at any time, uncontrolled cracking occurs, the Contractor will be required to modify his methods.
  3. Transverse Expansion Joints: One-half inch expansion joints shall be formed by placing preformed joint filler at the ends of each radius return, around all structures, and at intervals not exceeding 500 feet.
  4. Cleaning And Sealing Joints: Joints in gutters which are to be sealed, shall be filled with joint sealing material before the roadway is opened to traffic and as soon after completion of the curing period as is feasible. Just prior to sealing, each joint shall be thoroughly cleaned of all foreign material (including any membrane curing

compound) and the joint faces shall be clean and surface-dry when the sealer is applied.

- a. The sealing material shall be applied to each joint to conform to the details shown on the Drawings and in accordance with the manufacturer's recommendation. The pouring shall be done in such manner that the material will not be spilled on the exposed surfaces of the concrete. Any excess material on the surface of the concrete gutter shall be removed immediately and the gutter surface cleaned.

All cracks occurring in the gutter prior to its acceptance shall be cleaned out and sealed as specified above, except that the cracks and fractures shall be completely filled with joint sealer and any excess filler material cut down level with the gutter surface.

E. Curing:

1. After the finishing operations have been completed and as soon as the concrete has hardened sufficiently that marring of the surface will not occur, the entire surface and the edges of the newly placed concrete shall be water cured by misting or covering with a double thickness of burlap, cotton mats, or other approved material kept thoroughly saturated with water.
2. The forms shall be kept wet until removed and upon removal, the curing specified herein shall be started immediately.
3. Concrete shall be cured for a period of seven (7) days for normal Portland cement or four (4) days for high early strength cement.
4. Concrete poured in the dry shall not be submerged until it has attained sufficient strength to adequately sustain the stress involved, nor shall it be subjected to flowing water across the surface for four (4) days.

**END OF SECTION**

**SECTION 03000**

**CONCRETE**

**PART 1      GENERAL**

**1.01      WORK INCLUDED**

- A.    Formwork, shoring, bracing, and anchorage.
- B.    Concrete reinforcement and accessories.
- C.    Cast-in-place concrete; ready mixed concrete; concrete placement, finishing and curing.
- D.    Cast-in-place concrete for specialized flooring materials.

**1.02      REFERENCES**

- A.    ACI 301 - Specifications for Structural Concrete for Buildings.
- B.    ACI 305 - Hot Weather Concreting.
- C.    ACI 315 - Details and Detailing of Concrete Reinforcement.
- D.    ACI 318 - Building Code Requirements for Reinforced Concrete.
- E.    ACI 347 - Recommended Practice for Concrete Formwork.
- F.    ANSI/ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement.
- G.    ASTM A615 - Deformed and Plain Billet-Steel for Concrete Reinforcement.
- H.    ASTM C78 - Flexural Strength of Concrete (Using Simple Beam with Third Point Loading).
- I.    ASTM C94 - Ready-Mixed Concrete.
- J.    ASTM C150 - Portland Cement.
- K.    ASTM C171 - Sheet Materials for Curing Concrete.
- L.    ASTM C260 - Air Entraining Admixtures for Concrete.
- M.    ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete.
- N.    ASTM C494 - Chemical Admixtures for Concrete.
- O.    ASTM D1751 - Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).
- P.    ASTM D1752 - Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.

- Q. ASTM D1850 - Concrete Joint Sealer Cold Application Type.
- R. AASHTO M 182-60 - Burlap Cloth Made from Jute or Kenaf.
- S. FS TT-C-800 - Curing Compound, Concrete, for new and existing Surfaces.

1.03 QUALITY ASSURANCE

- A. Perform work in accordance with ACI 301, ACI 304, ACI 305, ACI 315, ACI 347, ACI 318, ASTM A615, ASTM C-150 and all other applicable referenced documents, (1.03).

1.04 TESTS

- A. Testing shall be as described below and the cost of testing shall be paid by the contractor.
- B. Submit proposed mix design of each class of concrete for review and approval prior to commencement of work.
- B. Testing firm will take cylinders and perform slump tests in accordance with ACI 301.
- C. Tests of cement and aggregates will be performed to ensure conformance with requirements stated herein.  
  
Submit data, source and certificates on proposed aggregates.
- D. At least three concrete test cylinders will be taken for every 50 cu. yds. or less of each class of concrete placed each day.
- E. One slump test will be taken for each set of test cylinders taken.
- F. Chemical Resistance: Independent testing shall be performed to ASTM C 267-77 "Chemical Resistance of Mortars" and ASTM 39-86 "Compressive Strength of Cylindrical Concrete Specimens".
  - 1. Concrete samples (treated and untreated) to have a design strength as listed in paragraph 2.08. No admixtures permitted.
  - 2. Coatings to have a maximum thickness of 0.05 inches per coat with up to two coats permitted.
  - 3. Untreated and treated specimens to be immersed for a minimum of 84 days in the following chemical solutions: hydrochloric acid, toluene, caustic soda.
  - 4. Treated specimens after exposure, and shall have a minimum of 14% increase in compressive strength versus untreated control specimens.
- G. Potable Water Approval: Independent testing shall be performed according to NSF Standard 61 and approval for use of waterproofing material on structures holding potable water shall be evidenced by NSF certification.

**1.05 SHOP DRAWINGS**

- A. Submit shop drawings of reinforcing steel indicating sizes, spacings, shapes, locations and quantities of reinforcing steel, and wire fabric; bending and cutting schedules; splicing; and supporting and spacing devices.
- B. Prepare signed and sealed shop drawings under supervision of professional structural engineer registered in State of Florida.
- C. Submit product data, including manufacturer's specifications, installation instructions, and general recommendations for waterproofing applications. Also include manufacturer's certification or other data substantiating that the products comply with the requirements of the Contract Documents.
- D. Test Reports: Submit for acceptance, complete test reports from approved independent testing laboratories certifying that the waterproofing system conforms to the performance characteristics and testing requirements specified herein.
- E. Manufacturer's Certification: Provide certificates signed by the manufacturer or manufacturer's representative certifying that the materials to be installed comply in all respects with the requirements of this specification, and that the applicator is qualified and approved to install the materials in accordance with the manufacturer's product data.
- F. Manufacturer's Field Report: Provide a copy of the report from the manufacturer's representative confirming that the surfaces to which waterproofing material is to be applied are in a condition suitable to receive the same.

- 1.06 Project Conditions: Comply with the manufacturer's product data regarding condition of substrate to receive waterproofing, weather conditions before and during installation, and protection of the installed waterproofing system.

**PART 2 PRODUCTS**

**2.01 FORM MATERIALS**

- A. Conform to ACI 301 and ACI 347.

**2.02 REINFORCING STEEL**

- A. Reinforcing Steel: ASTM A615, 60 yield grade billet steel deformed bars; uncoated finish. 40 yield grade only where noted on the drawings.
- B. Welded Steel Wire Fabric: Plain type, ANSI/ASTM A185; coiled rolls; uncoated finish.

**2.03 CONCRETE MATERIALS**

- A. Cement: ASTM C150, Type 1 Portland, grey color.
- B. Fine and Coarse Aggregates: ASTM C33.

- C. Water: Clean and not detrimental to concrete.

2.04 ADMIXTURES.

- A. Air Entrainment Admixture: ASTM C260.

2.05 ACCESSORIES

- A. Vapor Barrier: ASTM D2103, 6 mil thick clear polyethylene film.
- B. Non-Shrink Grout: Premixed compound with non-metallic aggregate, cement, water reducing and plasticizing agents; capable of minimum compressive strength of 3000 psi in 28 days.
- C. Form Release Agent: Colorless material which will not stain concrete, absorb moisture or impair natural bonding or color characteristics of coating intended for use on concrete.
- D. Joint Filler: ASTM D1751 or 1752.
- E. Expansion Joint Material: ASTM D1751 - Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).

2.06 CURING MATERIALS

- A. Membrane Curing Compound: ASTM C309, or Fed. Spec. TT-C-800
- B. Curing Sheets and Mats: ASTM D 2103 or AASHTO M 182-60 or ASTM C171.

2.07 CONCRETE MIX

- A. Mix concrete in accordance with ASTM C94, ACI 301 and ACI 304.
- B. Compressive Strength at 28 days: 3000 psi.
- C. Slump: In accordance with ACI 301; 4" maximum.

**PART 3**      **EXECUTION**

3.01 GENERAL

- A. Work to be in conformance with ACI 301, ACI 304, ACI 305, ACI 315, ACI 318, ACI 347 and ASTM C94.

3.02 FORMWORK ERECTION

- A. Verify lines, levels, and measurement before proceeding with formwork.
- B. Hand trim sides and bottom of earth forms; remove loose dirt.
- C. Align form joints.

- D. Do not apply form release agent where concrete surfaces receive special finishes or applied coatings which may be affected by agent.

3.03 REINFORCEMENT

- A. Comply with ACI 301, ACI 315, ACI 318 and ANSI/ASTM A185.
- B. Place, support, and secure reinforcement against displacement.
- C. Locate and lap reinforcing splices as noted on the drawings and/or as required by ACI 318 and ACI 315.

3.04 PLACING CONCRETE

- A. Notify Owner a minimum 24 hours prior to commencement of concreting operations.
- B. Install vapor barrier under interior floor slabs on fill. Lap joints minimum 6 inches and seal. Extend vapor barrier to top of footing. Do not disturb vapor barrier while placing reinforcement. **The vapor barrier must be completely sealed.**
- C. Concrete shall not be dropped freely over 4 feet; use pipe troughs or chutes. Placement of concrete shall be such as to avoid segregation or separation of aggregates.
- D. Concrete shall be deposited nearly as possible in its final position. Large quantities shall not be deposited at one point and then run and worked along the forms. Do not move concrete horizontally with a vibrator nor garden rake. Avoid segregation of the mix.

3.05 TOLERANCES

- A. Provide Class A tolerance to floor slabs according to ACI 301. **Slope as indicated on the drawings.**

3.06 REMOVAL OF FORMS

- A. Do not remove forms and bracing until concrete has gained sufficient strength to carry its own weight and design loads that are liable to be imposed upon it. Verify strength of concrete by compressive test results.

3.07 FINISHING FORMED SURFACES

- A. All Concrete: Fill all voids, honeycombs and other intrusions. Clean all voids, honeycombs and holes of loose concrete and debris. Fill solid with neat cement paste, 1 part cement and 1-1/2 part fine, clean sand; wet areas before filling. Remove projections, fins, irregularities and form tie ends.
- B. Formed concrete surfaces exposed to view: Remove blemishes; rub to uniform texture.
- C. Provide smooth rubbed finishes on vertical faces of formed concrete exposed to view as follows:
  - 1. Smooth Rubbed Finish: On exposed, poured-in-place concrete vertical surfaces.



Fill and repair blemishes, rub finish to uniform color and texture. Use mortar mix of 1 part Portland cement and 2 parts well graded sand passing No. 30 sieve with water added to give the consistency of thick paint. Thoroughly wet surface and allow to approach surface dryness. Apply vigorously with burlap, cork or wood; scrape off excess grout with a trowel. As soon as can be accomplished without pulling mortar from voids, rub surface with burlap pads having the dry sand-cement mixture on the pads.

### 3.08 CURING

- A. Begin curing concrete immediately after finishing. Concrete shall be protected against moisture loss and rapid temperature change for at least 10 days. Use one of the following procedures.
1. **Curing of the slab shall be 10 full days.**
  2. Ponding or continuous sprinkling.
  3. Application of absorptive mats or fabric or impervious sheets kept continuously wet.
  4. Continuous application of steam (not exceeding 150 degrees F) or mist spray.
  5. Application of liquid membrane-forming compounds conforming to ASTM C309 or Fed. Spec. TT-C-800.
  6. Immediately after curing, thoroughly clean slabs of any marks, spots, stains, mortar or other debris.

**END OF SECTION**

## **SECTION D TERMS AND CONDITIONS**

### **D.01 AGREEMENT**

The agreement resulting from the acceptance of a bid shall be in the form of a contract and/or a purchase order. This agreement shall be valid for three (3) years from date of award.

### **D.02 NON-EXCLUSIVE**

Unless otherwise stated in this IFB, successful Bidder understands and agrees that any resulting contractual relationship is non-exclusive and the County reserves the right to contract with more than one Bidder or seek similar or identical goods and services elsewhere if deemed in the best interest of the County.

### **D.03 CONFIDENTIALITY OF SECURITY RELATED RECORDS**

a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as “the Confidential Security Records”) are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):

1. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
2. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
3. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.

b. Successful Bidder agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County’s Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Bidder receives a request for such records, it shall immediately contact the County’s designated Contract administrator who shall coordinate County’s response to the request.

### **D.04 PURCHASING COOPERATIVE**

It is the intent of this IFB to include requirements and to obtain bids on behalf of Manatee County and reserve the right to authorize entities belonging to the Sarasota Bay Area Chapter of NIGP to obtain purchases utilizing the terms, conditions and pricing of this IFB. This opportunity is also made available to all local and county governments and agencies, public educational institutions, non-profits, and State of Florida agencies, pursuant to their own governing laws, and subject to the agreement of the supplier. Manatee County will not be

financially responsible for the purchases of other entities utilizing this IFB and any resulting contract or purchase order.

#### **D.05 LOCAL PREFERENCE**

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services, and which certifies within its Bid that for at least six (6) full months prior to the advertisement of this IFB it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employee at that location.

Local preference shall not apply to the following categories of agreements:

1. Purchases or agreements which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions governing the funds prohibit the preference.
2. Any bid announcement which specifically provides that local preference, as set forth in this section, is suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County Commission or County Administrator, or where such suspension is, in the opinion of the County Attorney, required by law.
3. For a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.
4. To qualify for local preference under this section, **a local business must certify to County** by completing an **"Affidavit as to Local Business Form,"** which is available for download at [www.mymanatee.org/vendor](http://www.mymanatee.org/vendor). Click on "Affidavit for Local Business" to access and print the form. Complete, notarize, and mail the notarized original to the following address: Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.
5. It is the responsibility of the bidder to ensure accuracy of the Affidavit as to Local Business and notify County of any changes affecting same.

#### **D.06 SUPPLIER REGISTRATION**

Registering your business will provide Manatee County a sourcing opportunity to identify suppliers of needed goods and services and identify local businesses. To register as a supplier with the County go to [www.mymanatee.org/vendor](http://www.mymanatee.org/vendor). For assistance with supplier registration, call the Procurement Division main number at (941) 749-3014. Office hours are Monday – Friday, 8:00 A.M. to 5:00 P.M., excluding County holidays.

#### **D.07 RESERVED RIGHTS**

The County reserves the right to accept or reject any and all Bids, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one bid is received, the County reserves the right to negotiate with the Bidder. The County reserves the right to award to the lowest responsive and responsible Bidder.

The County reserves the right to conduct an investigation as it deems necessary to determine the ability of any Bidder to perform the work or service requested. Upon request by the County,

Bidder shall provide all such information to the County. Additional information may include, but will not be limited to, current financial statements prepared in accordance with generally accepted accounting practices and certified by an independent CPA or official of Bidder; verification of availability of equipment and personnel; and past performance records.

**D.08 APPLICABLE LAWS**

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting contract. This solicitation process will be conducted in accordance with Manatee County Code of Ordinances, Chapter 2-26.

**D.09 TAXES**

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6). Therefore, the Bidder is prohibited from delineating a separate line item in its bid for any sales or service taxes.

The Successful Bidder will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

**D.10 CODE OF ETHICS**

With respect to this and any bid, if a Bidder violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Bidder will be ineligible for award to perform the work described in this IFB, and may be disqualified from submitting on any future quote or bid requests to supply goods or services to Manatee County. By submitting a bid, the Bidder represents to County that all statements made and materials submitted are truthful, with no relevant facts withheld.

**D.11 AMERICANS WITH DISABILITIES**

Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or bid opening should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

**D.12 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Bidders that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Invitation for Bid and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

**D.13 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISES**

The State of Florida Office of Supplier Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

**D.14 QUALITY**

Unless otherwise specifically provided in the IFB documents, all goods provided shall be new, the latest make or model, of the best quality, of the highest grade of workmanship, and of the most suitable for the purpose intended.

Unless otherwise specifically provided in the IFB documents, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

**D.15 DELIVERY**

Unless otherwise specified, all prices shall include all delivery cost (FOB Destination).

**D.16 AUTHORIZED PRODUCT REPRESENTATION**

Bidder, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to do so may, in the County's sole discretion, be deemed a material breach of the resulting agreement and shall constitute grounds for County's immediate termination of the resulting agreement.

**D.17 ROYALTIES AND PATENTS**

The successful Bidder shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Successful Bidder shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save County harmless from loss on account thereof, including costs and attorney's fees.

**D.18 PUBLIC RECORDS**

Upon receipt, all inquiries and responses to inquiries related to this Bid become "Public Records", and shall be subject to public disclosure consistent with Florida Statute, Chapter 119.

Bids become subject to disclosure thirty (30) days after the opening or when notice of intent to award is made, whichever occurs first, as provided by Florida Statutes § 119.071(1)(b).

If County rejects all Bids and concurrently notices its intent to reissue the solicitation, the rejected Bids are exempt from public disclosure until such time the County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A bid is not exempt for longer than twelve (12) months after the initial notice of rejection of all Bids.

Pursuant to Florida Statute 119.0701, to the extent Successful Bidder is performing services on behalf of County, Successful Bidder must:

1. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Bidder agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Successful Bidder does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Bidder transfers all public records to County upon completion of the contract, the Successful Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Bidder keeps and maintains public records upon completion of the contract, the Successful Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

**IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, DEBBIE.SCACCIAOCE@MYMANATEE.ORG, ATTN: RECORDS MANAGER, 1112 MANATEE AVENUE WEST, BRADENTON, FL 34205.**

#### **D.19 TRADE SECRETS**

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Bid in response to a Request for Bid are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Except for materials that are 'trade secrets' as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a Bid in response to the Request for Bid shall belong exclusively to County.

To the extent that Bidder desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Bid that are not declared as trade secret. In addition, Bidder shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Bidder shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret. Additionally, Bidder shall provide a hard copy of its Bid that redacts all information designated as trade secret.

In conjunction with trade secret designation, Bidder acknowledges and agrees that:

- a. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Bidders request for trade secret at any time; and
- b. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
- c. That after notice from County that a public records request has been made pursuant to Bidder's bid, the Bidder at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Bidder in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Bidder will be deemed to have waived the trade secret designation of the materials.

Notwithstanding any other provision in this solicitation, designation of the entire bid as 'trade secret', 'proprietary', or 'confidential' is not permitted and may result in a determination that the Bid is non-responsive.

#### **D.20 ePAYABLES**

Manatee County Board of County Commissioners and the Manatee County Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards.

The Clerk of the Circuit Court will issue a unique credit card number to vendor after goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

If Bidder is interested in participating in this program, complete the ePayables Application attached herein and return the completed form via email to [lori.bryan@manateeclerk.com](mailto:lori.bryan@manateeclerk.com).

#### **D.21 FUNDING**

This IFB is subject to the appropriation of funds in an amount sufficient to allow continuation of the County's performance in accordance with the terms and conditions herein. The County shall provide prompt written notice to the successful Bidder that sufficient funds have not been

appropriated to continue its full and faithful performance under the terms of this IFB, and shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated whichever occurs first, be thereafter released of all further obligations in any way related to this IFB.

#### **D.22 CONDITIONS FOR EMERGENCY EVENTS**

A critical challenge in emergency situations is to obtain essential supplies, goods and equipment in the affected areas. It is the County's priority that public property, life, safety, and health are protected during any emergency as declared by the State and/or the County. Therefore, before, during and after a disaster, hurricane, flood, act of terrorism, or other public emergency event, whether natural or man-made, successful Bidder shall make delivery to the County of the goods and services in this IFB its first-priority.

Successful Bidder will ensure that contract prices are billed to the County for deliveries as part of an emergency event. Upon award of a contract, successful Bidder shall furnish an email and phone number in which successful Bidder can be contacted twenty-four (24) hours per day, seven days per week for emergency services.

#### **D.23 TERMINATION**

The County, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this IFB with or without cause immediately upon providing written notice to the successful Bidder. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under the contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to the date of the notice of termination.

The County reserves the right to terminate any contract entered into pursuant to this IFB, in part or in whole, or place the successful Bidder on probation in the event it fails to perform in accordance with the terms and conditions stated herein. Notification will be made by providing written notice of such failure or default and by specifying a reasonable time period within which the successful Bidder must cure any such failure to perform or default. If the successful Bidder fails to cure the default within the time specified, the County may then terminate the subject contract by providing written notice to the successful Bidder. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances and/or policies. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest.

#### **D.24 PRECEDENCE**

Statements contained in the Scope of Work or Bid Summary Sections of this IFB, which vary from the information contained in this Section D, shall have precedence.

#### **D.25 E-VERIFY**

Prior to the employment of any person under this contract, the Successful Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Successful Bidder to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Successful Bidder to perform work pursuant to the contract with Manatee County. For more



information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work in the United States shall be employed under this contract. By submission of a bid in response to this IFB, the successful Bidder commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Bidder shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

#### **D.26 SUBCONTRACTORS**

The successful bidder will obtain prior written approval from the County for any subcontractor(s) and the work they will perform. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the successful Bidder.

Bidders subcontracting any portion of the work shall include a list of subcontractors along with their bid. The list shall include: name and address of subcontractor, type of work to be performed and the percent of the contract amount to be subcontracted.

Prior to the employment of any person under this contract, the successful Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the successful Bidder to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful Bidder to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

**Only those individuals determined eligible to work within the United States shall be employed to perform the work specified in this IFB.**

By submission of a Bid in response to this IFB, the successful Bidder commits that all employees and subcontractors will undergo e-verification before placement on this contract.

If County has reasonable objection to any subcontractor, the County may request the successful bidder to submit an acceptable substitute without an increase in contract sum or contract time.

If successful Bidder declines to make any such substitution, the County may award the resulting agreement to the next lowest qualified bidder that proposes to use acceptable subcontractors, who County does not make written objection to. In the event the successful Bidder declines to make any such substitution post award, the County may exercise its right to terminate the agreement.

The successful Bidder shall maintain sole responsibility for the actions of its employees and subcontractors. New employees brought in after contract award shall follow the same requirement stated above for the life of the contract.

**D.27 RECOMMENDATION FOR AWARD**

Upon successful completion of evaluations, a recommendation for award to the successful Bidder(s) will be presented for approval per County ordinances, policies and procedures.

**END SECTION D**

## **Bid Forms**

(To be completed and returned with Bid)

**ATTACHMENT A  
ACKNOWLEDGMENT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:

Print or type Bidder's information below:

_____ Name of Bidder	_____ Telephone Number	
_____ Street Address	_____ City/State/Zip	
_____ Email Address	_____ Website Address	
_____ Print Name & Title of Authorized Officer	_____ Signature of Authorized Official	_____ Date

Bidder must fully execute and return this form with its Bid.

**ATTACHMENT B  
BID SIGNATURE FORM**

The undersigned represents that:

- (1) By signing the bid, that he/she has the authority and approval of the legal entity purporting to submit the bid and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable;
- (2) All facts and responses set forth in the bid are true and correct;
- (3) By submitting a bid and signing below, the Bidder agrees to all terms and conditions in this IFB, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Contract as written. The Respondent understands that if it submits exceptions to the Contract in its Response, the Respondent's Response may be determined non-responsive; and
- (4) The Bidder, which includes all companies included in a partnership or joint venture, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Print or type Bidder's information below:

_____ Name of Bidder	_____ Telephone Number
_____ Street Address	_____ City/State/Zip
_____ Email Address	_____ Web Address
_____ Print Name & Title of Authorized Officer	_____ Signature of Authorized Officer      Date

Bidder must fully execute and return this form with its Bid.

**ATTACHMENT C**  
**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

SWORN STATEMENT PURSUANT TO SECTION 2-26 ARTICLE V,  
MANATEE COUNTY PROCUREMENT CODE

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Manatee County by \_\_\_\_\_.  
[print individual's name and title]

For \_\_\_\_\_  
[name of entity submitting sworn statement]  
whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among Bidders or prospective Bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity,

whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors.

For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests amount family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to Manatee County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Manatee County.

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PROCUREMENT DIVISION OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

\_\_\_\_\_  
Signature]

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ by\_\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_ My commission expires\_\_\_\_\_.  
Notary Public Signature

\_\_\_\_\_  
[Print, type or stamp Commissioned name of Notary Public]

**Signatory Requirement** - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

Bidder must fully execute and return this form with its Bid.

**ATTACHMENT D**  
**INSURANCE AND BOND REQUIREMENTS**  
**IFB NO. 18-R069731GL**

Work under the resulting Agreement cannot commence until all insurance coverages indicated herein have been obtained. The cost for insurance coverages is the sole responsibility of successful Proposer. The Successful Proposer shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, proof the following minimum amounts of insurance on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

STANDARD INSURANCES	REQUIRED LIMITS
1. <input checked="" type="checkbox"/> <b>Automobile Liability:</b>	Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than: \$ <u>1,000,000</u> combined single limit; OR \$ <u>500,000</u> bodily injury and \$ <u>500,000</u> property damage. \$ <u>10,000</u> Personal Injury Protection (No Fault) \$ <u>1,000,000</u> Hired, Non-Owned Liability \$ <u>10,000</u> Medical Payments. <i>This policy shall contain severability of interests' provisions.</i>
2. <input checked="" type="checkbox"/> <b>Commercial General Liability:</b> <b>(Per Occurrence form only;</b> <b>claims-made form is not</b> <b>acceptable)</b>	Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than: \$ <u>1,000,000</u> single limit per occurrence; \$ <u>2,000,000</u> aggregate \$ <u>1,000,000</u> Products/Completed Operations Aggregate \$ 1,000,000 Personal and Advertising Injury Liability \$ <u>100,000</u> Fire Damage Liability \$ <u>10,000</u> Medical Expense, and \$ <u>1,000,000</u> , Third Party Property Damage. \$ _____ Project Specific Aggregate (Required on projects valued at over \$ <u>10,000,000</u> ) <i>This policy shall contain severability of interests' provisions.</i>
3. <input checked="" type="checkbox"/> <b>Employer's Liability</b>	Coverage limits of not less than: \$ <u>100,000</u> each accident \$ <u>500,000</u> disease each employee \$ <u>100,000</u> disease policy limit
4. <input checked="" type="checkbox"/> <b>Worker's Compensation</b>	Coverage limits of not less than: <ul style="list-style-type: none"> <li>Statutory workers' compensation coverage shall apply for all</li> </ul>



<input type="checkbox"/> <b>US Longshoremen &amp; Harbor Workers Act coverage</b>  <input type="checkbox"/> <b>Jones Act coverage</b>	<p>employees in compliance with the laws and statutes of the State of Florida and the federal government.</p> <ul style="list-style-type: none"> <li>• If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen &amp; Harbor Workers Act and Jones Act.</li> </ul> <p>Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.</p> <p><u>Note:</u> Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<b>OTHER INSURANCES</b>	<b>REQUIRED LIMITS</b>
<p>5. <input type="checkbox"/> <b>Aircraft Liability</b></p>	<div data-bbox="646 804 1468 1157"> <input type="checkbox"/> <b>Aircraft</b>  Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:  \$ _____ Each Occurrence Property and Bodily Injury with no less than <u>\$100,000</u> per passenger each occurrence or a 'smooth' limit.  \$ _____ General Aggregate. </div> <div data-bbox="646 1157 1468 1509"> <input type="checkbox"/> <b>Unmanned Aircraft (Drone)</b>  Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:  \$ _____ Each Occurrence Property and Bodily Injury. Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.  \$ _____ General Aggregate. </div>
<p>6. <input type="checkbox"/> <b>Installation Floater</b></p>	<p>When the contract or agreement <b>does not</b> include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• 100% of the completed value of such addition(s), building(s), or structure(s)</li> </ul>

<p><b>7. <input type="checkbox"/> Professional Liability and/or Errors and Omissions (E&amp;O) Liability Insurances</b></p>	<p>Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <p>\$ _____ Bodily Injury and Property Damage Each Occurrence \$ _____ General Aggregate</p>
<p><b>8. <input type="checkbox"/> Builder's Risk Insurance</b></p>	<p>When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed</li> <li>• The policy shall not carry a self-insured retention/deductible greater than \$10,000</li> </ul> <p>Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p>
<p><b>9. <input type="checkbox"/> Cyber Liability</b></p>	<p>Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <p>\$ _____ Security Breach Liability \$ _____ Security Breach Expense Each Occurrence \$ _____ Security Breach Expense Aggregate \$ _____ Replacement or Restoration of Electronic Data \$ _____ Extortion Threats \$ _____ Business Income and Extra Expense \$ _____ Public Relations Expense</p> <ul style="list-style-type: none"> <li>• Policy must not carry a self-insured retention/deductible greater than <u>\$25,000</u>.</li> </ul>

10. ☐ Hazardous Materials  
Insurances (as noted)

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

☐ **Pollution Liability**

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ **Asbestos Liability (If handling within scope of Contract)**

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ **Disposal**

When applicable, Successful Proposer shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

<p><b>11. <input type="checkbox"/> Hazardous Waste Transportation Insurance</b></p>	<p>Successful Proposer shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <p>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.</p>
<p><b>12. <input type="checkbox"/> Liquor Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• <u>\$1,000,000</u> Each Occurrence and Aggregate.</li> </ul>
<p><b>13. <input type="checkbox"/> Garage Keeper's Liability Insurance</b></p>	<p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• Property and asset coverage in the full replacement value of the lot or garage.</li> </ul>
<p><b>14. <input type="checkbox"/> Bailee's Customer Liability Insurance</b></p>	<p>Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p>

	Property and asset coverage in the full replacement value of the County asset(s) in the Successful Proposer's care, custody and control.
15. <input type="checkbox"/> <b>Hull and Watercraft Liability Insurance</b>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence;</li> <li>• \$ _____ General Aggregate</li> <li>• \$ _____ Fire Damage Liability</li> <li>• \$10,000 Medical Expense, and</li> <li>• \$ _____ Third Party Property Damage.</li> <li>• \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)</li> </ul>
16. <input type="checkbox"/> <b>Other (Please Specify)</b>	

#### **BOND REQUIREMENTS**

17. <input type="checkbox"/> <b>Bid Bond</b>	<p>A Bid Bond in the amount of \$ _____ or _____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the bidder may file an alternative form of security in the amount of \$ _____ or _____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>
18. <input type="checkbox"/> <b>Payment and Performance Bond</b>	<p>A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.</p> <p>NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.</p>

## INSURANCE REQUIREMENTS

### **I. THE POLICIES BELOW ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:**

#### **1. Commercial General Liability and Automobile Liability Coverages**

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the Successful Proposer, his agents, representatives, and employees; products and completed operations of the Successful Proposer; or automobiles owned, leased, hired or borrowed by the Successful Proposer. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the Successful Proposer shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The Successful Proposer's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Successful Proposer's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form, unless specifically noted otherwise.

#### **2. Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Successful Proposer for the County.

### **II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:**

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Proposer shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above. In addition, when requested in writing from the County, Successful Proposer will provide the County with a certified copy of all applicable insurance policies. The address where such certificates and certified policies shall be sent or delivered is as follows unless otherwise provided:

**Manatee County, a Political Subdivision of the State of Florida  
Attn: Purchasing Division - Procurement**

**1112 Manatee Avenue West  
Bradenton, FL 34205**

2. The project's solicitation number and title shall be listed on each Certificate of Insurance or policy.
  3. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.
  4. Successful Proposer shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
  5. Successful Proposer agrees that should at any time Successful Proposer fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
  6. The Successful Proposer waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
  7. The Successful Proposer has sole responsibility for all insurance premiums and policy deductibles.
  8. It is the Successful Proposer's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Proposer shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Proposer shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all the requirements set forth to the procurement representative.
  9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Successful Proposer's deductible or self-insured retention and to require that it be reduced or eliminated.
- III. Successful Proposer understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Proposer's obligation to provide and maintain the insurance coverage specified.
- IV. Successful Proposer understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- V. The enclosed Hold Harmless Agreement shall be signed by the Successful Proposer and shall become a part of the contract.
- VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

[Remainder of page intentionally left blank]

**ATTACHMENT D  
INSURANCE STATEMENT**

**THE UNDERSIGNED** has read and understands the insurance requirements applicable to any contract resulting from this solicitation and shall provide the insurances required by this Attachment within ten (10) days from the date of Notice of Intent to Award.

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature  
(Authorized  
Official): \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

***Return this signed statement with your bid or proposal.***



**ATTACHMENT E  
CONFLICT OF INTEREST AFFIDAVIT**

The award of this contract is subject to the provisions of Manatee County Code of Laws. Bidder must disclose within its Bid: the name of any officer, director, or agent who is also an employee of Manatee County. Furthermore, all Bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

By signing below, Bidder confirms that it is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the firm to maintain an adversarial role against the County or that will impair or influence the advice or recommendations it provides to the County.

Please check one of the following statements and attach additional documentation if necessary:

\_\_\_\_\_ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this IFB.

\_\_\_\_\_ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this IFB.

Acknowledged and attested to by:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

**Return this fully executed form with your bid.**

**ATTACHMENT F**  
**Scrutinized Company Certification**

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, enter into, or renew a contract with an agency or local governmental entity for goods or services **of \$1 million or more.**

**Bidder must fully complete and return this form with its Bid.**

Company \_\_\_\_\_ FID or EIN No. \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

I, \_\_\_\_\_, as a representative of \_\_\_\_\_  
certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Printed Name Date

**ATTACHMENT G  
PRICING FORM**

1. Bidders must complete **the following bid price form and subcontractor percentage form. Bidder must provide hard copies and electronic copies of the Pricing Form with its Bid per the requirements of this IFB.**
2. Provide a firm, fixed cost. Costs must be all-inclusive, including any delivery fees, to provide the goods and/or services.

**BID FORM FOR IFB 18-R069731GL****CONSTRUCTION OF AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANT BUS STOP****LANDING PADS, WALKWAYS, SIDEWALKS, SHELTER PADS AND BENCH PADS PROJECT*****(Submit in Duplicate)***

**Quantities listed are Estimated Quantities and are provided to you as a guideline for preparing your bid and should not be construed as representing actual quantities to be purchased.**

ITEM NO.	FDOT ITEM NO.\ M/C PLANS		DESCRIPTION	QTY	U/M	BID PRICE	EXTENDED PRICE
			<b>Construction of Americans with Disabilities Act (ADA) Compliant Concrete Boarding and Alighting Passenger Landing Pads in accordance with the latest Manatee County Utility Design Standards, Transportation Design Standards and Stormwater Design Standards, dated June 2015. All Construction and Standards Referenced within shall meet or exceed F.D.O.T. Roadway and Traffic Design Standards (Latest Edition) and F.D.O.T. Standard Specifications for Road and Bridge Construction (Latest Edition), unless otherwise noted. Plans for Boarding Pad Typical, Shelter Slab Typical, Bench Pad Typical are attached detailing Condition 1 through 10, as required.</b>				
1	102-1		Mobilization Day Time	20	DAY	\$	\$
2	102-1		Mobilization Night Time	5	DAY	\$	\$
3	102-1		MOT 1 Lane Closure W/Crew - Day Time	54	DAY	\$	\$
4	102-1		MOT 1 Lane Closure W/Crew - Night Time	13	DAY	\$	\$
5	102-1		Flaggers (2)	13	DAY	\$	\$
6	120-1		Cut	500	CY	\$	\$
7	120-6		Fill	500	CY	\$	\$
8	430-174		Pipe Storm Sewer Concrete (RCP 15" or 18")	16	LF	\$	\$
9	430-174		Pipe Storm Sewer Concrete (RCP 24" or 30")	16	LF	\$	\$

BIDDER:\_\_\_\_\_

AUTHORIZED SIGNATURE:\_\_\_\_\_

**BID FORM FOR IFB 18-R069731GL****CONSTRUCTION OF AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANT BUS STOP****LANDING PADS, WALKWAYS, SIDEWALKS, SHELTER PADS AND BENCH PADS PROJECT*****(Submit in Duplicate)***

**Quantities listed are Estimated Quantities and are provided to you as a guideline for preparing your bid and should not be construed as representing actual quantities to be purchased.**

ITEM NO.	FDOT ITEM NO.\ M/C PLANS	DESCRIPTION	QTY	U/M	BID PRICE	EXTENDED PRICE
10	430-98	Miter End Section (MES 15" or 18")	1	EA	\$	\$
11	430-98	Miter End Section (MES 24" or 30")	1	EA	\$	\$
12	430-99	Miter End Section (MES 30" Bars)	1	EA	\$	\$
13	520-2	Curb Type D	351	LF	\$	\$
14	520-1	Curb Type E	500	LF	\$	\$
15	520-1	Curb Type F	500	LF	\$	\$
16	522-2	6" Reinforced Concrete	29,173	SF	\$	\$
17	527-2	ADA Truncated Dome (Detecable Warning	250	SF	\$	\$
18	515-2	Railing	31	LF	\$	\$
19	570-1	Bahia Sod	714	LF	\$	\$
20	MC-1	Nighttime Fee for Concrete Plant	13	EA	\$	\$
		<b>TOTAL OFFER (Items 1 through 20)</b>				\$
			<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>	<b>MULTIPLIER</b>	
		<b>OVERTIME SURCHARGE SHALL BE AT THE RATE OF:</b>	<b>HOURS</b>	<b>\$</b>	<b>x 40 HOURS =</b>	<b>\$</b>

BIDDER:\_\_\_\_\_

AUTHORIZED SIGNATURE:\_\_\_\_\_

**SUBCONTRACTOR PERCENTAGE FORM - BID FORM****(Submit in Duplicate)****IFB 18-R069731GL****CONSTRUCTION OF AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANT BUS STOP, LANDING PADS, WALKWAYS,  
SIDEWALKS, SHELTER PADS AND BENCH PADS PROJECT**

ITEM NO.	FDOT ITEM NO. / MC PLANS	DESCRIPTION	%	DBE	DESCRIPTION OF WORK BY SUBCONTRACTOR	NAME AND CONTACT INFORMATION OF SUBCONTRACTOR
		<b>Construction of ADA Compliant Bus Stop Pads - This is a duplication of the Bid Items where the Bidder shall state the percentage of work (of each item listed) and a description of the work which shall be performed by a subcontractor.</b>				
1	102-1	Day Time Mobilization				
2	102-1	Night Time Mobilization				
3	102-1	MOT 1 Lane Closure W/Crew - Day Time				
4	102-1	MOT 1 Lane Closure W/Crew - Night Time				
5	102-1	Flaggers (2)				
6	120-1	Cut				
7	120-6	Fill				
8	430-174	Pipe Storm Sewer Concrete (RCP 15" or 18")				
9	430-174	Pipe Storm Sewer Concrete (RCP 24" or 30")				
10	430-98	Miter End Section (MES 15" or 18")				
11	430-98	Miter End Section (MES 24" or 30")				

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**SUBCONTRACTOR PERCENTAGE FORM - BID FORM****(Submit in Duplicate)****IFB 18-R069731GL****CONSTRUCTION OF AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANT BUS STOP, LANDING PADS, WALKWAYS,  
SIDEWALKS, SHELTER PADS AND BENCH PADS PROJECT**

ITEM NO.	FDOT ITEM NO. / MC PLANS	DESCRIPTION	%	DBE	DESCRIPTION OF WORK BY SUBCONTRACTOR	NAME AND CONTACT INFORMATION OF SUBCONTRACTOR
12	430-99	Miter End Section (MES 30" Bars)				
13	520-2	Curb Type D				
14	520-1	Curb Type E				
15	520-1	Curb Type F				
16	522-2	6" Reinforced Concrete				
17	527-2	ADA Truncated Dome (Detecable Warning)				
18	515-2	Railing				
19	570-1	Bahia Sod				
20	MC-1	Nighttime Fee for Concrete Plant				

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

# FTA Clauses and certifications Attachment H

## MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS MANATEE COUNTY AREA TRANSIT (MCAT)

THIS PURCHASE UTILIZES FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT FUNDS AND THE FOLLOWING FTA CLAUSES, CERTIFICATIONS, AND COMPLETE FEDERAL CLAUSE LANGUAGE PERTAINING TO CONSTRUCTION WHEN PROCUREMENTS IS GREATER THAN \$100,000 ARE HEREBY INCORPORATED INTO THE AGREEMENT/WORK ASSIGNMENT.

BY ACCEPTING THIS AGREEMENT/WORK ASSIGNMENT, THE VENDOR AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH IN THE FOLLOWING FTA REQUIREMENTS.

### **1. ACCESS TO RECORDS AND REPORTS**

**49 U.S.C. § 5325(g)  
2 CFR § 200.333  
49 CFR 633.17**

#### **Applicability to Contracts**

The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53

#### **Flow Down**

The record keeping and access requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

#### **Model Clause/Language**

There is no required language for record keeping and access requirements. Recipients can draw on the following language for inclusion in their federally funded procurements.

#### **Access to Records and Reports**

The following access to records requirements apply to this Contract:

- a. **Record Retention** - Then Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. **Retention Period** - The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records** - The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. **Access to the Sites of Performance** - The Contractor agrees to permit FTA and its contractors access to the sites of

performance under this contract as reasonably may be required.

### **2. ADA ACCESS (Americans with Disabilities Act)** **49 U.S.C. § 5301(d)**

#### **Applicability to Contracts**

Contracts for Rolling Stock or Facilities Construction / Renovation

#### **Flow Down**

These provisions are applicable to all contracts and subcontracts at every tier.

#### **Model Clause/Language**

The Recipient agrees to comply with 49 U.S.C. §5301 (d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special effort shall be made in planning and designing those services and facilitates to implement transportation accessibility rights for elderly individuals and individuals with disabilities.

The Receipt also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S. C. § 794, which prohibits discrimination of the basis of disability: with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S. C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S. C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Recipient agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing as follows:

- 1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- 2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- 3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49.C.F.R. Part 38;
- 4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C. F. R. Part 35;
- 5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability b Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- 6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F. R. Subpart 101-19;
- 7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C. F. R. Part 1630;



## FTA Clauses and certifications Attachment H

- 8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C. F. R. Part 64, Subpart F; and

### **3. BONDING REQUIREMENTS**

**2 CFR § 200.325**

**31 CFR part 223**

#### **Applicability to Contracts**

Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold. FTA may accept the bonding policy and requirements of the recipient if FTA has determined that the Federal interest is adequately protected. If such a determination has **not** been made, the following minimum requirements apply:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

#### **Flow Down**

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier that exceed the simplified acquisition threshold.

#### **Model Clauses/Language**

FTA does not prescribe specific wording to be included in third party contracts. FTA has prepared sample clauses as follows:

##### **Bid Guarantee**

Bidders shall furnish a bid guaranty in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the RECIPIENT. The amount of such guaranty shall be equal to **\$\$\$** or **X%** of the total bid price.

In submitting this bid, it is understood and agreed by bidder that the RECIPIENT reserves the right to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [90] days subsequent to the opening of bids, without the written consent of RECIPIENT.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [90] days after the bid opening without the written consent of the RECIPIENT, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent RECIPIENT'S

damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense RECIPIENT for the damages occasioned by default, then the undersigned bidder agrees to indemnify RECIPIENT and pay over to RECIPIENT the difference between the bid guarantee and RECIPIENT'S total damages so as to make RECIPIENT whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive..

##### **Performance Guarantee**

A Performance Guarantee in the amount of **100%** of the Contract value is required by the Recipient to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Agreement. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the RECIPIENT within ten (10) business days from Contract execution. The RECIPIENT requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the RECIPIENT and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. RECIPIENT may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The RECIPIENT may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the RECIPIENT if:

1. A bank in good standing issues it. The RECIPIENT will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The RECIPIENT is identified as the Beneficiary.
5. It is in an amount equal to **100%** of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the RECIPIENT and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to the attached forms contained in Sections X and Y) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

##### **Payment Bonds**

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A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Recipient as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

## Sample Bond Certifications

## Performance Guarantee Certification

The undersigned hereby certifies that the Bidder shall provide a Performance Guarantee in accordance with the Specifications.

Designate below which form of Performance Guarantee shall be provided:

Performance  
Bond

Irrevocable Stand-By-Letter of Credit

BIDDER'S  
NAME:

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

### Performance Bond

KNOW ALL MEN BY THESE PRESENTS:  
that\_\_\_\_\_

---

(Insert full name and address and legal title of Contractor) as Principal,  
hereinafter called Contractor, and

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\_\_\_\_\_  
(Insert full name and address or legal title of Surety) as Surety, hereinafter called Surety, are held and firmly bound unto RECIPIENT as Oblige, hereinafter called Authority, in the amount of Dollars (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_, 20 \_\_\_\_, entered into a contract with the RECIPIENT for Contract No. \_\_\_\_\_, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this

obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the RECIPIENT.

Whenever Contractor shall be, and is declared by the RECIPIENT to be in default under the Contract, the RECIPIENT having performed RECIPIENT'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the RECIPIENT elects, upon determination by the RECIPIENT and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the RECIPIENT to Contractor under the Contract and any amendments thereto, less the amount properly paid by the RECIPIENT to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the RECIPIENT.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

WITNESS PRINCIPAL

\_\_\_\_ (SEAL)

\_\_\_\_\_ (Title)

WITNESS SURETY

(SEAL)

\_\_\_\_\_ (Title)

**Attach hereto proof of authority of officers or agents to sign bond.**

### Irrevocable Stand-By Letter Of Credit Certificate

The undersigned states that he/she is \_\_\_\_\_ of the \_\_\_\_\_

\_\_\_\_\_) (The  
"Beneficiary") and hereby  
(Name of Beneficiary)

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Certifies on behalf of the Beneficiary to

\_\_\_\_\_ (the "Bank), with  
\_\_\_\_\_ (Name of  
Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No.

\_\_\_\_\_ Issued by the  
Bank

(the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No. .
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

**IN WITNESS WHEREOF**, this certificate is executed this day of \_\_\_\_\_,  
20\_\_\_\_.

(NAME OF BENEFICIARY)

By: \_\_\_\_\_

Its: \_\_\_\_\_

## Bank Draft

### FOR VALUE RECEIVED

Pay on presentment to \_\_\_\_\_ the sum  
of \_\_\_\_\_

(Name of Beneficiary)  
Dollars (\$)

Charge the Account of \_\_\_\_\_ Irrevocably Standby Letter of  
(Name of Issuing Bank)

Credit No. \_\_\_\_\_ Dated: 20\_\_\_\_.

To \_\_\_\_\_  
(Name of Issuing Bank)

### NAME OF BENEFICIARY

By: \_\_\_\_\_

Its: \_\_\_\_\_

## 5. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 CFR Part 661

### Applicability to Contracts

FTA's Buy America law and regulations apply to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project. FTA cautions that its Buy America regulations are complex. Recipients can obtain detailed information on FTA's Buy America regulation at: [The Federal Transit Administration's Buy America website](#).

### Flow Down

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

### Mandatory Clause/Language

The Buy America regulation at 49 C.F.R. § 661.13 requires notification of the Buy America requirements in a recipients' bid or request for proposal for FTA funded contracts. Recipients can draw on the following language for inclusion in their federally funded procurements. Note that recipients are responsible for including the correct Buy America certification based on what they are acquiring. Recipients should not include both the rolling stock and steel, iron, or manufactured products certificates in the documents unless acquiring both in the same procurement.

**Buy America** - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The [bidder or offeror] must submit to [Recipient] the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

***In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below***

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

***In accordance with 49 C.F.R. § 661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment) use the following certifications.***

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### *Certificate of Compliance with Buy America Rolling Stock Requirements.*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

### *Certificate of Non-Compliance with Buy America Rolling Stock Requirements*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 C.F.R. § 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

### **6. CARGO PREFERENCE REQUIREMENTS**

46 U.S.C. § 55305

46 C.F.R. part 381

#### **Background and Applicability**

The Cargo Preference Act of 1954 requirements applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.

#### **Flow Down**

The Cargo Preference requirements apply to all contracts involved with the transport of equipment, material, or commodities by ocean vessel.

#### **Model Clause/Language**

The Maritime Administration (MARAD) regulations at 46 C.F.R. § 381.7 contain suggested contract clauses. Recipients can draw on the following language for inclusion in their federally funded procurements:

#### **Cargo Preference - Use of United States-Flag Vessels**

The contractor agrees:

(a.) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

(b.) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

(c.) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

### **8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

42 U.S.C. §§ 7401 – 7671q

33 U.S.C. §§ 1251-1387

2 C.F.R. part 200, Appendix II (G)

#### **Applicability to Contracts**

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000. Each contract and subcontract must contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **Flow Down**

The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

#### **Model Clause/Language**

Recipients can draw on the following language for inclusion in their federally funded procurements:

The Contractor agrees:

- 1.) It will not use any violating facilities;
- 2.) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3.) It will report violations of use of prohibited facilities to FTA; and
- 4.) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387)

### **9. CIVIL RIGHTS LAWS AND REGULATIONS**

29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Part 60 et seq

#### **Applicability to Contracts**

The following Federal Civil Rights laws and regulations apply to all contracts.

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:
  - a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color,

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religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

- b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.* and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 *et seq.*, and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 *et seq.*, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies

### Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

### Model Clause/Language

Every federally funded contract must include an Equal Opportunity clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

#### **Civil Rights and Equal Opportunity**

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each

subcontract entered into as part thereof.

1. Nondiscrimination - In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Age - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

## **10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

### **Background and Application**

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq.* The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal]

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Government.” 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any “contract in an amount that is not greater than \$100,000.” 40 USC 3701(b)(3) (A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work.” These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act’s requirements are satisfied.

### Clause Language

#### **Contract Work Hours and Safety Standards**

**(1) Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

**(3) Withholding for unpaid wages and liquidated damages** - The *(write in the name of the grantee)* shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

**(4) Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be

responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## **11. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS**

### **Background and Application**

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that “at least partly are financed by a loan or grant from the Federal Government.” 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). ‘Construction,’ for purposes of the Acts, includes “actual construction, alteration and/or repair, including painting and decorating.” 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts’ requirements are satisfied.

### **Clause Language**

#### **Davis-Bacon and Copeland Anti-Kickback Acts**

**(1) Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage

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determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The [ *insert name of grantee* ] shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [ *insert name of grantee* ] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have

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ceased.

**(3) Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [ *insert name of grantee* ] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required

by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**(4) Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work



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performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity** - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the

employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

### **12. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

#### **49 CFR Part 26**

#### **Background and Applicability**

The Disadvantaged Business Enterprise (DBE) program applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year. All FTA recipients above this threshold must submit a DBE program and overall triennial goal for DBE participation. The overall goal reflects the anticipated amount of DBE participation on DOT-assisted contracts. As part of its DBE program, FTA recipients must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid.

FTA recipients must meet the maximum feasible portion of their overall goal using race-neutral methods. Where appropriate, however, recipients are responsible for establishing DBE contract goals on individual DOT-assisted contracts. FTA recipients may use contract goals only on those DOT-assisted contracts that have subcontracting responsibilities. See 49 C.F.R. § 26.51(e). Furthermore, while FTA recipients are not required to set a contract goal on every DOT-assisted contract, they are responsible for achieving their overall program goals by administering their DBE program in good faith.

FTA recipients and third party contractors can obtain information about the DBE program at the following website locations:

[Federal Transit Administration website Disadvantaged Business Enterprise page click here](#)

[Department of Transportation website Disadvantaged Business Enterprise Program click here](#)

#### **Flow Down**

The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient.

#### **Clause Language**

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For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1.) Withholding monthly progress payments;
- 2.) Assessing sanctions;
- 3.) Liquidated damages; and/or
- 4.) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

### Prompt Payment to Contractors

1. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a).
2. In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor no later than fourteen (14) business days after the Subcontractor has satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the General Manager, Purchasing.
4. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
5. The County will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the County of lien waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. Prime Contractors must submit a prompt payment affidavit, (form to be provided by the County) which identifies each subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such subcontractor, with every payment request filed with the County, except for the first payment request, on every contract with the County. (See below for *Prompt Payment Affidavit* developed by Transit Division).

6. Failure to comply with these prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of Local Government Prompt Payment Act.

### Reporting Requirements During the Term of the Contract

1. The bidder shall, within thirty (30) days of commencement of work, or prior to any work being performed, execute formal subcontracts or purchase orders with the DBE firms included in the bid. These written agreements shall be made available to the DBE Liaison, DBE Program, upon request. All contracts between the bidder and its subcontractors must contain a prompt payment clause as set forth herein.
2. During the term of contracts, the bidder shall submit regular "Status Reports of DBE Subcontract Payments" in a form acceptable to the County. The frequency with which these reports are to be submitted will be determined by the DBE Liaison, DBE Program, but in no event will reports be required less frequently than quarterly. **In the absence of written notice from the DBE Liaison, DBE Program, the bidder's first "Status Report of DBE Subcontract Payments" will be due ninety (90) days after the date of contract award, with additional reports due quarterly thereafter.**
3. In the case of a one-time procurement with either a single or multiple deliveries, a "Status Report of DBE Subcontract Payments," in a form acceptable to the County, indicating final DBE payments shall be submitted directly to the DBE Liaison, DBE Program. The information must be submitted prior to or at the same time as the bidder's final invoice to the County user department identified in the solicitation. (NOTICE: The original invoices must be submitted directly to the County's department identified in the contract documents and the Status Report of DBE Subcontract Payments must be submitted directly to the DBE Liaison, DBE Program.) **Failure to follow these directions may delay final payment.**
4. The address for the DBE Liaison, DBE Program, is: Edrick Sweeting, Grants Administrator, Manatee County Public Works Department, Transit Division, 2411 Tallevast Road, Sarasota, FL 34243.

### Disadvantaged Business Enterprises

It is the policy of the AGENCY and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the AGENCY to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and

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7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The AGENCY shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the AGENCY may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the AGENCY.

### Contract Assurance

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the AGENCY deems appropriate.

### DBE Participation

For the purpose of this Contract, the AGENCY will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [*certifying agency or the Unified Certification Program (UCP)*]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the AGENCY.

### DBE Participation Goal

The DBE participation goal for this Contract is set at \_\_\_\_\_. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than** \_\_\_\_\_% of the total Contract price. Failure to meet the stated goal at the time of proposal submission **may** render the Bidder/Offeror non-responsive.

### Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than

another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY.

3. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

### Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the AGENCY will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the AGENCY will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the AGENCY's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the AGENCY generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

### Administrative Reconsideration

Within five (5) business days of being informed by the AGENCY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative

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reconsideration. The Bidder should make this request in writing to the AGENCY's [Contact Name]. The [Contact Name] will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The AGENCY will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

### Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the AGENCY's prior written consent. The AGENCY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

### Continued Compliance

The AGENCY shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the AGENCY that** summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the [Agency Name1] and [Agency Name2]. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The AGENCY to have access to necessary records to examine information as the AGENCY deems appropriate for the purpose

of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.

- The authorized representative(s) of the AGENCY, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]
- 

### Sanctions for Violations

If at any time the AGENCY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the AGENCY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

### DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

\_\_\_\_\_ The Bidder/Offer is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract.

\_\_\_\_\_ The Bidder/Offeror (if unable to meet the DBE goal of \_\_\_\_\_%) is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

### DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

### DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm

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## **14. EMPLOYEE PROTECTIONS**

**49 U.S.C. § 5333(a)**

**40 U.S.C. §§ 3141 – 3148**

**29 C.F.R. part 5**

**18 U.S.C. § 874**

**29 C.F.R. part 3**

**40 U.S.C. §§3701-3708**

**29 C.F.R. part 1926**

### **Applicability to Contracts**

Certain employee protections apply to all FTA funded contracts with particular emphasis on construction related projects. The recipient will ensure that each third party contractor complies with all federal laws, regulations, and requirements, including:

#### **1. Prevailing Wage Requirements**

- a. Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act");
- b. The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and
- c. U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

#### **2. "Anti-Kickback" Prohibitions**

- a. Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874;
- b. Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145; and
- c. U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. part 3.

#### **3. Contract Work Hours and Safety Standards**

- a. Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701-3708; and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and
- b. U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. part 1926

### **Flow Down**

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. The Davis-Bacon Act and the Copeland "Anti-Kickback" Act apply to all prime construction, alteration or repair contracts in excess of \$2,000. The Contract Work Hours and Safety Standards Act apply to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers.

### **Model Clause/Language**

The recipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In addition, recipients can draw on the following language for inclusion in their federally funded procurements.

## **Prevailing Wage and Anti-Kickback**

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

## **Contract Work Hours and Safety Standards**

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-

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assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

### **Contract Work Hours and Safety Standards for Awards Not Involving Construction**

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers

### **15. ENERGY CONSERVATION REQUIREMENTS**

**42 U.S.C. 6321 et seq.**

**49 C.F.R. part 622, subpart C**

#### **Applicability to Contracts**

The Energy Policy and Conservation requirements are applicable to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 *et seq.*, and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

#### **Flow Down**

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

#### **Model Clause/Language**

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. Recipients can draw on the following language for inclusion in their federally funded procurements.

**Energy Conservation** - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **16. FEDERAL CHANGES**

**49 CFR Part 18**

#### **Applicability to Contracts**

The Federal Changes requirement applies to all contracts.

#### **Flow Down**

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

#### **Model Clause/Language**

FTA's drug and alcohol rules, 49 C.F.R. part 655, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with part 655. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

#### **Explanation of Model Contract Clauses**

##### **Option 1**

The recipient ensures the contractor's compliance with the rules by requiring the contractor to participate in a drug and alcohol program administered by the recipient. The advantages of doing this are obvious: the recipient maintains total control over its compliance with 49 C.F.R. part 655. The disadvantage is that the recipient, which may not directly employ any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option for only those recipients that have a testing program for their employees, and can add the contractor's safety-sensitive employees to that program.

##### **Option 2**

The recipient relies on the contractor to implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, but retains the ability to monitor the contractor's testing program; thus, the recipient

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has less control over its compliance with the drug and alcohol testing rules than it does under Option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the contractor complies with the program. The disadvantage of Option 2 is that, without adequate monitoring of the contractor's program, the recipient may find itself out of compliance with the rules.

### Option 3

The recipient specifies some or all of the specific features of a contractor's drug and alcohol compliance program. Thus, it requires the recipient to decide what it wants to do and how it wants to do it. The advantage of this option is that the recipient has more control over the contractor's drug and alcohol testing program, yet it is not actually administering the testing program. The disadvantage is that the recipient has to specify and understand clearly what it wants to do and why.

### SUBSTANCE ABUSE TESTING

#### Option 1

The Contractor agrees to participate in AGENCY's drug and alcohol program established in compliance with 49 C.F.R. part 655.

#### Option 2

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of [name of State], or AGENCY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before [insert date] and to submit the Management Information System (MIS) reports before [insert date before March 15] to [insert title and address of person responsible for receiving information]. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

#### Option 3

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of [name of State], or AGENCY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before [insert date] and to submit the Management Information System (MIS) reports before [insert date before March 15] to [insert title and address of person responsible for receiving information]. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*. The Contractor agrees further to [Select a, b, or c] (a) submit before [insert date or upon request] a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt [insert title of the Policy Statement the recipient wishes the contractor to use] as its policy statement as required under 49 C.F.R. part 655; OR (c) submit for review and approval before [insert date or upon request] a copy of its

Policy Statement developed to implement its drug and alcohol testing program. In addition, the Contractor agrees to: [to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium].

### **17. FLY AMERICA**

**49 U.S.C. § 40118**

**41 C.F.R. part 301-10**

**48 C.F.R. part 47.4**

#### **Applicability to Contracts**

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the U.S. DOT has determined meets the requirements of the Fly America Act.

#### **Flow Down Requirements**

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

#### **Model Clause/Language**

The relevant statutes and regulations do not require any specific clause or language that recipients use in their third party contracts. A sample clause is provided for Federal contracts at 48 C.F.R. 52.247-63. Recipients can draw on the following language for inclusion in their federally funded procurements.

FTA proposes the following language, modified from the Federal clause.

#### **Fly America Requirements**

- a) *Definitions.* As used in this clause-- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the

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United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

### **Statement of Unavailability of U.S.-Flag Air Carriers**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

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(End of statement)

- e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation

(End of Clause)

## **18. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

**2 C.F.R. part 180**

**2 C.F.R. part 1200**

**2 C.F.R. § 200.213**

**2 C.F.R. part 200 Appendix II (I)**

**Executive Order 12549**

**Executive Order 12689**

### **Background and Applicability**

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

### **Flow Down**

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the

participant enters into a covered transaction at the next lower tier.

### **Model Clause/Language**

There is no required language for the Debarment and Suspension clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

### **Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **19. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA)**

### **TERMS**

**FTA Circular 4220.1E or subsequent revisions**

### **Applicability to Contracts**

The incorporation of FTA terms applies to all contracts.

### **Flow Down**

The incorporation of FTA terms has unlimited flow down.

### **Model Clause/Language**

FTA has developed the following incorporation of terms language:

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by



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DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

### **20. LOBBYING RESTRICTIONS**

**31 U.S.C. § 1352**

**2 C.F.R. § 200.450**

**2 C.F.R. part 200 appendix II (J)**

**49 C.F.R. part 20**

#### **Applicability to Contracts**

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

#### **Flow Down**

The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

#### **Mandatory Clause/Language**

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

#### **Lobbying Restrictions**

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission

of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature of Contractor's Authorized  
Official

\_\_\_\_\_  
Name and Title of Contractor's  
Authorized Official

\_\_\_\_\_  
Date

### **21 NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

#### **Applicability to Contracts**

The No Obligation clause applies to all third party contracts that are federally funded.

#### **Flow Down**

The No Obligation clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

#### **Model Clause/Language**

There is no required language for the No Obligations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

#### **No Federal Government Obligation to Third Parties**

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **24. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

**AND RELATED ACTS**

**49 U.S.C. § 5323(l) (1)**

**31 U.S.C. §§ 3801-3812**

**18 U.S.C. § 1001**

**49 C.F.R. part 31**

#### **Applicability to Contracts**

The Program Fraud clause applies to all third party contracts that are federally funded.

#### **Flow Down**

The Program Fraud clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every

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tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

### **Model Clause/Language**

There is no required language for the Program Fraud clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

### **Program Fraud and False or Fraudulent Statements or Related Acts.**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **27. RECYCLED PRODUCTS**

**42 U.S.C. 6962**

**40 CFR Part 247**

**2 C.F.R. part § 200.322**

### **Applicability to Contracts**

The Resource Conservation and Recovery Act, as amended, (42 U.S.C. § 6962 *et seq.*), requires States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

### **Flow Down**

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

### **Model Clause/Language**

There is no required language for preference for recycled products.

Recipients can draw on the following language for inclusion in their federally funded procurements.

**Recovered Materials** - The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

### **30. SEISMIC SAFETY**

**42 U.S.C. 7701 et seq.**

**49 CFR Part 41**

**Executive Order (E.O.) 12699**

### **Applicability to Contracts**

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

### **Flow Down**

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

### **Model Clauses/Language**

The regulations do not provide suggested language for third party contract clauses. Recipients can draw on the following language for inclusion in their federally funded procurements.

**Seismic Safety** - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

### **32. TERMINATION**

**2 C.F.R. § 200.339**

**2 C.F.R. part 200, Appendix II (B)**

### **Applicability to Contracts**

All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

### **Flow Down**

For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

### **Model Clause/Language**

There is no required language for the Terminations clause. Recipients can draw on the following language for inclusion in their federally funded procurements:

**Termination for Convenience (General Provision)** The AGENCY may terminate this contract, in whole or in part, at any time by written notice

## FTA Clauses and certifications Attachment H

to the Contractor when it is in the AGENCY's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

**Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

**Opportunity to Cure (General Provision)** The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default

**Waiver of Remedies for any Breach** In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

**Termination for Convenience (Professional or Transit Service Contracts)** The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY's interest. If this contract is terminated, the AGENCY shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

**Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

**Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of AGENCY goods, the Contractor shall, upon direction of the AGENCY, protect and preserve the goods until surrendered to the AGENCY or its agent. The Contractor and AGENCY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

**Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the AGENCY may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the AGENCY resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the AGENCY in completing the work. The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of AGENCY, acts of another contractor in the performance of a contract with AGENCY, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies AGENCY in writing of the causes of delay. If, in the judgment of AGENCY, the delay is excusable, the time for completing the work shall be extended. The judgment of AGENCY shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the

## FTA Clauses and certifications Attachment H

termination had been issued for the convenience of AGENCY.

**Termination for Convenience or Default (Architect and Engineering)** The AGENCY may terminate this contract in whole or in part, for the AGENCY's convenience or because of the failure of the Contractor to fulfill the contract obligations. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the AGENCY's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. AGENCY has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the AGENCY, the AGENCY's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the AGENCY may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the AGENCY.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of AGENCY.

**Termination for Convenience or Default (Cost-Type Contracts)** The AGENCY may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of AGENCY or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the AGENCY, or property supplied to the Contractor by the AGENCY. If the termination is for default, the AGENCY may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the AGENCY and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of AGENCY, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the AGENCY determines that the Contractor has an excusable reason for not performing, the AGENCY, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

### **34. Veterans Employment.** **49 U.S.C. § 5325(k)**

#### **Applicability to Contracts**

The Contractor shall comply with 49 U.S.C. § 5325(k), to the extent practicable.

- a. Contractor agrees that it:
    1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
    2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and
  - b. Contractor also assures that its sub-recipients will:
    1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
- Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

### **35. VIOLATION AND BREACH OF CONTRACT** **2 C.F.R. § 200.326** **2 C.F.R. part 200, Appendix II (A)**

#### **Applicability to Contracts**

All contracts in excess of the Simplified Acquisition Threshold (currently set at \$150,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

#### **Flow Down**

The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

#### **Model Clauses/Language**

FTA does not prescribe the form or content of such provisions. The provisions developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts. Recipients can draw on these examples for inclusion in their federally funded procurements.

**Rights and Remedies of the AGENCY** - The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include [AGENCY to define].

**Rights and Remedies of Contractor** - Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this

## FTA Clauses and certifications Attachment H

Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

### **Remedies**

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

### **Disputes**

- **Example 1:** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY's [title of employee]. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.
- **Example 2:** The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof.

**Performance During Dispute** - Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally

liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies** - Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

General Decision Number: FL180114 01/05/2018 FL114

Superseded General Decision Number: FL20170114

State: Florida

Construction Type: Residential

County: Manatee County in Florida.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018

ENGI0925-008 06/01/2013

Rates	Fringes
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POWER EQUIPMENT OPERATOR:

Crawler Cranes; Truck	
Cranes; Pile Driver	
Cranes; Rough Terrain	
Cranes; and Any Crane not	
otherwise described below...\$ 29.61	11.50
Hydraulic Cranes Rated 100	
Tons or Above but Less	
Than 250 Tons; and Lattice	
Boom Cranes Less Than 150	
Tons if not described below.\$ 30.61	11.50
Lattice Boom Cranes Rated	
at 150 Tons or Above;	
Friction Cranes of Any	
Size; Mobile Tower Cranes	
or Luffing Boom Cranes of	
Any Size; Electric Tower	
Cranes; Hydraulic Cranes	
Rated at 250 Tons or	
Above; and Any Crane	
Equipped with 300 Foot or	
More of Any Boom	
Combination.....\$ 31.61	11.50
Oiler.....\$ 22.91	11.50

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 \* IRON0397-003 07/01/2017

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 29.85	15.83

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SUFL2009-110 06/08/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Includes Cabinet Installation (Excludes Form Work).....	\$ 15.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.36	0.00
ELECTRICIAN.....	\$ 13.15	0.00
FORM WORKER.....	\$ 9.50	0.22
HVAC MECHANIC (Installation of HVAC Duct).....	\$ 10.00	0.00
IRONWORKER, ORNAMENTAL.....	\$ 15.25	0.00
LABORER: Common or General.....	\$ 9.00	1.07
LABORER: Mason Tender - Brick...	\$ 11.51	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.33	0.00
LABORER: Pipelayer.....	\$ 11.33	0.00
LABORER: Roof Tearoff.....	\$ 9.00	0.00
LABORER: Landscape and Irrigation.....	\$ 9.15	0.00
OPERATOR: Asphalt Paver.....	\$ 12.40	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 17.04	0.00
OPERATOR: Backhoe/Excavator.....	\$ 14.30	0.00
OPERATOR: Bulldozer.....	\$ 15.50	2.00
OPERATOR: Distributor.....	\$ 11.41	0.00
OPERATOR: Forklift.....	\$ 17.50	0.00
OPERATOR: Grader/Blade.....	\$ 14.00	0.00
OPERATOR: Loader.....	\$ 12.17	0.00
OPERATOR: Roller.....	\$ 10.62	0.00
OPERATOR: Screed.....	\$ 10.93	0.00
OPERATOR: Trackhoe.....	\$ 14.81	0.00

OPERATOR: Tractor.....	\$ 10.20	0.00
PAINTER, Includes Brush, Roller and Spray.....	\$ 13.09	0.00
PIPEFITTER.....	\$ 11.25	0.00
PLASTERER.....	\$ 15.00	0.00
PLUMBER, Includes HVAC Pipe and HVAC Unit Installation.....	\$ 13.15	0.00
ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs).....	\$ 15.65	0.00
ROOFER: Metal Roof.....	\$ 16.99	0.00
SHEET METAL WORKER, Excludes HVAC Duct and Metal Roof Installation.....	\$ 9.85	0.38
SPRINKLER FITTER (Fire Sprinklers).....	\$ 15.63	3.00
TRUCK DRIVER, Includes Dump and Lowboy.....	\$ 10.63	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the



cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION

## EXHIBITS

# SAMPLE



**AGREEMENT No. [number]**

**[TITLE]**

**between**

**MANATEE COUNTY  
(COUNTY)**

**and**

**[CONTRACTOR NAME]  
(CONTRACTOR)**

# SAMPLE

## AGREEMENT FOR [TITLE]

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and [**COMPANY NAME**], a [<enter the state of incorporation/organization and identify if it is a corporation/company/limited liability corporation, etc.], (“**CONTRACTOR**”) with offices located at [address], and duly authorized to conduct business in the State of Florida. COUNTY and CONTRACTOR are collectively referred to as the “Parties” and individually as “Party.”

**WHEREAS**, CONTRACTOR engages in the business of [title]; and

**WHEREAS**, COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain CONTRACTOR to render the non-professional services described in this Agreement; and

**WHEREAS**, this Agreement is a result of CONTRACTOR’S submission of a proposal in response to Request for Proposal No. [number] and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

**NOW, THEREFORE**, the COUNTY and CONTRACTOR, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

### **ARTICLE 1. SCOPE OF SERVICES**

CONTRACTOR shall provide non-professional services as described in Exhibit A, Scope of Services. “Task” as used in this Agreement, refers to particular categories/groupings of services specified in **Exhibit A**.

### **ARTICLE 2. EXHIBITS INCORPORATED**

This Agreement consists of a primary contract and [number] exhibits, which are as follows:

**Exhibit A** Scope of Services

**Exhibit B** Fee Rate Schedule

**Exhibit C** Affidavit of No Conflict

**Exhibit D** Insurance and Bond Requirements

# SAMPLE

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

## **ARTICLE 3. AGREEMENT TERM**

- A. This Agreement shall commence on the date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force through [date] unless terminated by COUNTY pursuant to Article 10, but not to exceed [number years].
- B. COUNTY reserves the right to extend the initial term of [number years] for an additional [number], [number]-year periods not to exceed a total of [number] years.

## **ARTICLE 4. COMPENSATION**

- A. CONTRACTOR shall be compensated for all services rendered and expenditures incurred in providing the services specified in **Exhibit A**.
- B. The fee rates specified in **Exhibit B** shall be the total compensation for services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

## **ARTICLE 5. INVOICES AND TIME OF PAYMENT**

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONTRACTOR for the services specified in **Exhibit A** at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.
- B. COUNTY shall approve of all invoices prior to payment.
- C. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONTRACTOR that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.
- D. COUNTY shall have the right to retain from any payment due CONTRACTOR under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONTRACTOR on any other Agreement between CONTRACTOR and COUNTY.
- E. All costs of providing the services shall be the responsibility of CONTRACTOR, with the exception of reimbursement by COUNTY for costs deemed reimbursable in **Exhibit B**.
- F. Any dispute between COUNTY and CONTRACTOR with regard to the percentage of the Work that has been completed or CONTRACTOR’S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and

# SAMPLE

Article 12 of this Agreement.

## **ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR**

- A. CONTRACTOR shall appoint an Agent with respect to the services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to services covered by this Agreement. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.
- B. CONTRACTOR shall perform the work in accordance with the terms and conditions of this Agreement.
- C. CONTRACTOR shall ensure that all employees assigned to render services under this Agreement are duly qualified, registered, licensed or certified to provide the services required.
- D. CONTRACTOR shall be responsible for collecting all existing data required for the successful completion of each task.
- E. CONTRACTOR shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the services provided pursuant to this Agreement. CONTRACTOR attests to this via an Affidavit of No Conflict, **Exhibit C**.
- F. CONTRACTOR shall be entitled to rely upon information provided from COUNTY. Information includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONTRACTOR'S work under this Agreement. CONTRACTOR shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONTRACTOR shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONTRACTOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.
- G. CONTRACTOR shall be responsible for the professional quality technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- H. CONTRACTOR shall maintain an adequate and competent staff of professionally qualified

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persons during the term of this Agreement for the purpose of rendering the required services hereunder. CONTRACTOR shall not sublet, assign or transfer any services under this Agreement without prior written consent of COUNTY.

- I. COUNTY may require in writing that CONTRACTOR remove from the project any of CONTRACTOR'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

## **ARTICLE 7. RESPONSIBILITIES OF COUNTY**

- A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that CONTRACTOR is given written notice thereof.
- B. COUNTY shall make available, at no cost to CONTRACTOR, information relative to the project that is useful in the performance of the Scope of Services.
- C. COUNTY shall provide prompt notice to CONTRACTOR whenever COUNTY observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONTRACTOR, and shall respond and issue notices to proceed in a timely manner.
- E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONTRACTOR. The availability and necessity of said personnel to assist CONTRACTOR shall be at the discretion of COUNTY.
- F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONTRACTOR.

## **ARTICLE 8. COUNTY'S PROJECT MANAGER**

The Project Manager, shall be appointed to represent COUNTY in all technical matters pertaining to and arising from the work and performance of this Agreement. The Project Manager shall have the following responsibilities:

- A. The examination of all reports, sketches, drawings, estimates, proposals, and any other documents provided by CONTRACTOR.
- B. Providing CONTRACTOR written decisions of COUNTY'S approval or disapproval of these documents within a reasonable time.



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- C. Transmission of instructions, receipt of information, and interpretation of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the services provided under this Agreement.
- D. Provide CONTRACTOR with prompt written notice whenever COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in the Work.

## **ARTICLE 9. COUNTY OWNERSHIP OF WORK PRODUCT**

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively “the Intellectual Property”). CONTRACTOR hereby assigns and transfers all rights in the Intellectual Property to COUNTY. CONTRACTOR further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY’S rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

## **ARTICLE 10. TERMINATION OF AGREEMENT**

### **A. TERMINATION FOR CAUSE:**

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:
  - a. Failure to provide products or services that comply with the specifications herein or that fail to meet COUNTY’S performance standards;
  - b. Failure to deliver the supplies or perform the services within the time specified in this Agreement; or
  - c. Work that is at a rate that disrupts the overall performance of this Agreement.
2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County’s Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR’S default of the Agreement. This liability includes any increased costs

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incurred by COUNTY in completing contract performance.

4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
  - a. Stop work on the date and to the extent specified;
  - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
  - c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by COUNTY; and
  - d. Continue and complete all parts of that work that have not been terminated.

## B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONTRACTOR a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONTRACTOR shall be entitled to payment for all services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement. CONTRACTOR shall not be entitled to any other compensation, including anticipated profits on unperformed services.

## **ARTICLE 11. TRANSITION SERVICES UPON TERMINATION**

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition services necessary to shift the services of CONTRACTOR to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;

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- B. Executing the Transition Services plan activities;
- C. Answering questions regarding the services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

## **ARTICLE 12. DISPUTE RESOLUTION**

Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official. If such dispute involves the percentage of the work completed by CONTRACTOR, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to CONTRACTOR of any amount that is determined to be owed by the COUNTY.

CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Purchasing Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

## **ARTICLE 13. COMPLIANCE WITH LAWS**

All services rendered or performed by CONTRACTOR pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONTRACTOR shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

## **ARTICLE 14. NON-DISCRIMINATION**

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color or national origin. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

## **ARTICLE 15. MAINTENANCE OF RECORDS; AUDITS; LICENSES**

- A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by

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COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

- B. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S performance. Such materials shall also be made available to COUNTY upon request for ing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.
- C. CONTRACTOR shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

## **ARTICLE 16. PUBLIC RECORDS**

Pursuant to Florida Statutes §119.0701, to the extent CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR shall:

- A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.
- D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records

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that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

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

**Phone: 941.742.5845**

**Email: [Debbie.Scaccianoce@mymanatee.org](mailto:Debbie.Scaccianoce@mymanatee.org)**

**Mail or hand delivery:  
Attn: Records Manager  
1112 Manatee Avenue West  
Bradenton, FL 34205**

## **ARTICLE 17. INDEMNIFICATION**

Each Party shall defend, indemnify, and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified party in connection with the indemnifying party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

## **ARTICLE 18. NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Florida Statutes § 768.28, or any other statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

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## **ARTICLE 19. INSURANCE**

- A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by **Exhibit D**, including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.

## **ARTICLE 20. LEGAL SERVICES**

If notified in writing by the Office of the County Attorney, CONTRACTOR agrees to provide litigation services up to and including the date of the completion of litigation as follows:

- A. Coordinate and communicate directly with the Office of the County Attorney.
- B. Provide any personnel performing services under this Agreement to testify in any litigation proceeding.
- C. Perform litigation services as directed by the Office of the County Attorney that may include but are not limited to:
  - 1. Predisposition, pretrial, or prehearing preparation.
  - 2. Preparation of court exhibits.
  - 3. Attendance and testimony at depositions, pretrial hearings, or other court hearings.
  - 4. Any other services deemed necessary by the assigned attorney to successfully litigate and defend COUNTY'S position in court.
- D. Compensation for litigation services shall not exceed CONTRACTOR'S Fee Rate Schedule

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specified in **Exhibit B**. The hourly billing rates shall contain all costs to include salaries, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

- E. CONTRACTOR'S travel expenses will be submitted and paid in accordance with Florida Statutes § 112.061 provided prior approval of the travel is obtained from the County Attorney or the County Attorney's designee.
- F. CONTRACTOR shall submit monthly statements for litigation services rendered to the Office of the County Attorney for approval, providing detailed accounting sufficient for pre-audit and specifying services performed, the dates of the services, hours expended for each service, the name of the person who performed the service, the service and a breakdown of approved expenses incurred with all receipts and invoices attached.

## **ARTICLE 21. SOLICITATION OF AGREEMENT**

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

## **ARTICLE 22. ASSIGNMENT AND SUBCONTRACTING**

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is necessary to utilize the services of third parties to perform any service under this Agreement, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

## **ARTICLE 23. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT**

CONTRACTOR warrants that it has not employed or retained any company or person other than

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a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

## **ARTICLE 24. KEY PERSONNEL**

The following key personnel are hereby assigned to this Agreement by CONTRACTOR:

[Enter Name, Title]

CONTRACTOR shall not remove such key personnel from providing the services contemplated by this Agreement; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Agreement. The COUNTY will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the key personnel being replaced. CONTRACTOR shall not make any personnel changes of the key personnel until written notice is made to and approved by the COUNTY.

## **ARTICLE 25. SUB-CONTRACTORS**

If CONTRACTOR receives written approval from the COUNTY to use the services of a sub-contractor(s), CONTRACTOR shall utilize the sub-contractor fees specified in **Exhibit B**. CONTRACTOR shall notify COUNTY of any replacements or additions to **Exhibit B** and receive prior written approval of COUNTY for replacements or additions before the use of the sub-contractor.

## **ARTICLE 26. LIABILITY FOR NEGLIGENCE.**

To the fullest extent allowed by law, the individuals performing services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONTRACTOR shall likewise be liable for negligent acts or omissions in the performance of services pursuant to this Agreement.

## **ARTICLE 27. NOTICES**

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY:                   Manatee County Government  
                                      [Division/Department]  
                                      Attn: [Name]



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[Address]  
[City/State/Zip]  
Phone: (941) [number]  
Email: [email]

To CONTRACTOR: [Company Name]  
Attn: [name]  
[Address]  
[City/State/Zip]  
Phone: ([area code] [number]  
Email: [email]

## **ARTICLE 28. RELATIONSHIP OF PARTIES**

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-contractors of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONTRACTOR in connection with this Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

## **ARTICLE 29. NO CONFLICT**

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

## **ARTICLE 30. ETHICAL CONSIDERATIONS**

CONTRACTOR recognizes that in rendering the services pursuant to the provisions of this Agreement, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the services. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY.

## **ARTICLE 31. PUBLIC ENTITY CRIMES**

CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

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## **ARTICLE 32. TAXES**

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR'S normal tax liability.

CONTRACTOR shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of same under applicable law.

## **ARTICLE 33. FORCE MAJEURE**

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

## **ARTICLE 34. GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

## **ARTICLE 35. ATTORNEY FEES**

In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

## **ARTICLE 36. PATENT AND COPYRIGHT RESPONSIBILITY**

Any material or design specified by CONTRACTOR or supplied by CONTRACTOR pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONTRACTOR shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONTRACTOR in the performance of the non-professional [type of services] services.

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## **ARTICLE 37. AMENDMENTS**

This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

## **ARTICLE 38. SEVERABILITY**

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

## **ARTICLE 39. LEGAL REFERENCES**

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

## **ARTICLE 40. HEADINGS, CONSTRUCTION**

The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

## **ARTICLE 41. TIME**

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

## **ARTICLE 42. AUTHORITY TO EXECUTE**

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]

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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

**[COMPANY NAME]**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name & Title of Above Signer

Date: \_\_\_\_\_

**MANATEE COUNTY, a political subdivision of the  
State of Florida**

By: \_\_\_\_\_

Theresa Webb, M.A., CPPO, CPPB, CPSM,  
C.P.M., Procurement Official.

Date: \_\_\_\_\_

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**EXHIBIT A**  
**SCOPE OF SERVICES**

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**EXHIBIT B**  
**FEE RATE SCHEDULE**

# SAMPLE

**EXHIBIT C**  
**AFFIDAVIT OF NO CONFLICT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] \_\_\_\_\_, as [INSERT TITLE] \_\_\_\_\_ of [INSERT SUPPLIER NAME] \_\_\_\_\_, with full authority to bind (hereinafter "CONTRACTOR"), who being first duly sworn, deposes and says that CONTRACTOR:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. \_\_\_\_\_ for \_\_\_\_\_.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

The foregoing instrument was sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida at Large

Commission No. \_\_\_\_\_

# SAMPLE

## EXHIBIT D INSURANCE AND BOND REQUIREMENTS

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

<u>STANDARD INSURANCES</u>	<u>REQUIRED LIMITS</u>
1. <input checked="" type="checkbox"/> <b>Automobile Liability Insurance:</b>	Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than: <ul style="list-style-type: none"><li>• \$ <u>1,000,000</u> Combined Single Limit; OR</li><li>• \$ <u>500,000</u> Bodily Injury and \$ <u>500,000</u> Property Damage</li><li>• \$ <u>10,000</u> Personal Injury Protection (No Fault)</li><li>• \$ <u>500,000</u> Hired, Non-Owned Liability</li><li>• \$ <u>10,000</u> Medical Payments</li></ul> <i>This policy shall contain severability of interests' provisions.</i>
2. <input checked="" type="checkbox"/> <b>Commercial General Liability Insurance:</b>  <i>(Per Occurrence form only; claims-made form is not acceptable)</i>	Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than: <ul style="list-style-type: none"><li>• \$ <u>1,000,000</u> Single Limit Per Occurrence</li><li>• \$ <u>2,000,000</u> Aggregate</li><li>• \$ <u>1,000,000</u> Products/Completed Operations Aggregate</li><li>• \$ <u>1,000,000</u> Personal and Advertising Injury Liability</li><li>• \$ <u>50,000</u> Fire Damage Liability</li><li>• \$ <u>10,000</u> Medical Expense, and</li><li>• \$ <u>1,000,000</u>, Third Party Property Damage</li><li>• \$ _____ Project Specific Aggregate (Required on projects valued at over \$<u>10,000,000</u>)</li></ul> <i>This policy shall contain severability of interests' provisions.</i>
3. <input checked="" type="checkbox"/> <b>Employer's Liability Insurance</b>	Coverage limits of not less than: <ul style="list-style-type: none"><li>• \$ <u>100,000</u> Each Accident</li><li>• \$ <u>500,000</u> Disease Each Employee</li><li>• \$ <u>500,000</u> Disease Policy Limit</li><li>• </li></ul>
4. <input checked="" type="checkbox"/> <b>Worker's</b>	Coverage limits of not less than: <ul style="list-style-type: none"><li>• Statutory workers' compensation coverage shall apply for all</li></ul>



# SAMPLE

<p><b>Compensation Insurance</b></p> <p><input type="checkbox"/> <b>US Longshoremen &amp; Harbor Workers Act Coverage</b></p> <p><input type="checkbox"/> <b>Jones Act Coverage</b></p>	<p>employees in compliance with the laws and statutes of the State of Florida and the federal government.</p> <ul style="list-style-type: none"> <li>If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen &amp; Harbor Workers Act and Jones Act.</li> </ul> <p>Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.</p> <p>NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<p><b><u>OTHER INSURANCES</u></b></p>	<p><b><u>REQUIRED LIMITS</u></b></p>
<p>5. <input type="checkbox"/> <b>Aircraft Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>\$ _____ Each Occurrence Property and Bodily Injury with no less than <u>\$100,000</u> per passenger each occurrence or a 'smooth' limit.</li> <li>\$ _____ General Aggregate</li> </ul>
<p>6. <input type="checkbox"/> <b>Unmanned Aircraft Liability Insurance (Drone)</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>\$ _____ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.</li> <li>\$ _____ General Aggregate</li> </ul>
<p>7. <input type="checkbox"/> <b>Installation Floater Insurance</b></p>	<p>When the contract or agreement <b>does not</b> include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>100% of the completed value of such addition(s), building(s), or structure(s)</li> </ul>
<p>8. <input checked="" type="checkbox"/> <b>Professional Liability and/or Errors and Omissions</b></p>	<p>Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p>

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<b>(E&amp;O) Liability Insurances</b>	<ul style="list-style-type: none"> <li>• \$ <u>1,000,000</u> Bodily Injury and Property Damage Each Occurrence</li> <li>• \$ <u>2,000,000</u> General Aggregate</li> </ul>
<b>9. <input type="checkbox"/> Builder's Risk Insurance</b>	<p>When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed</li> <li>• The policy shall not carry a self-insured retention/deductible greater than \$10,000</li> </ul> <p>Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p>
<b>10. <input type="checkbox"/> Cyber Liability Insurance</b>	<p>Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Security Breach Liability</li> <li>• \$ _____ Security Breach Expense Each Occurrence</li> <li>• \$ _____ Security Breach Expense Aggregate</li> <li>• \$ _____ Replacement or Restoration of Electronic Data</li> <li>• \$ _____ Extortion Threats</li> <li>• \$ _____ Business Income and Extra Expense</li> <li>• \$ _____ Public Relations Expense</li> </ul> <p>NOTE: Policy must not carry a self-insured retention/deductible greater than <u>\$25,000</u>.</p>
<b>11. <input type="checkbox"/> Hazardous Materials Insurance (As Noted)</b>	<p>Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <p><input type="checkbox"/> <b>Pollution Liability</b></p> <ul style="list-style-type: none"> <li>• Amount equal to the value of the contract, subject to a <u>\$1,000,000</u></li> </ul>

# SAMPLE

	<p>minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><input type="checkbox"/> <b>Asbestos Liability (If handling within scope of Contract)</b></p> <ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</li> </ul> <p><input type="checkbox"/> <b>Disposal</b></p> <p>When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.</p> <ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.</li> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.</li> </ul>
<p>12. <input type="checkbox"/> <b>Hazardous Waste Transportation Insurance</b></p>	<p>CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.</li> </ul>
<p>13. <input type="checkbox"/> <b>Liquor Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li><u>\$1,000,000</u> Each Occurrence and Aggregate</li> </ul>
<p>14. <input type="checkbox"/> <b>Garage Keeper's Liability Insurance</b></p>	<p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>Property and asset coverage in the full replacement value of the lot or garage.</li> </ul>

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<p>15. <input type="checkbox"/> <b>Bailee's Customer Liability Insurance</b></p>	<p>Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR'S care, custody and control.</li> </ul>
<p>16. <input type="checkbox"/> <b>Hull and Watercraft Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence</li> <li>• \$ _____ General Aggregate</li> <li>• \$ _____ Fire Damage Liability</li> <li>• \$10,000 Medical Expense, and</li> <li>• \$ _____ Third Party Property Damage</li> <li>• \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)</li> </ul>
<p>17. <input type="checkbox"/> <b>Other [Specify]</b></p>	

<p align="center"><b><u>BOND REQUIREMENTS</u></b></p>	
<p>1. <input type="checkbox"/> <b>Bid Bond</b></p>	<p>A Bid Bond in the amount of \$_____ or ____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the bidder may file an alternative form of security in the amount of \$_____ or ____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>

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<p>2. <input type="checkbox"/> <b>Payment and Performance Bond</b></p>	<p>A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.</p> <p>NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.</p>

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

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## INSURANCE REQUIREMENTS

### **I. THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:**

#### **Commercial General Liability and Automobile Liability Coverages**

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the CONTRACTOR, his agents, representatives, and employees; products and completed operations of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the CONTRACTOR shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The CONTRACTOR'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

#### **Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the COUNTY.

### **II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:**

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

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In addition, when requested in writing from the COUNTY, CONTRACTOR will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**Manatee County, a Political Subdivision of the State of Florida  
Attn: Risk Management Division  
1112 Manatee Avenue West, Suite 969  
Bradenton, FL 34205**

- c. The project's solicitation number and title shall be listed on each certificate.
  - d. CONTRACTOR shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
  - e. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
  - f. The CONTRACTOR waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
  - g. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.
  - h. It is the CONTRACTOR'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONTRACTOR shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
  - i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR's deductible or self-insured retention and to require that it be reduced or eliminated.
- III.** CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONTRACTOR'S obligation to provide and maintain the insurance coverage specified.
- IV.** The enclosed Hold Harmless Agreement shall be signed by the CONTRACTOR and shall become a part of the contract.

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V. CONTRACTOR understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.

VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

## **VII. BONDING REQUIREMENTS**

**Bid Bond/Certified Check.** By submitting a proposal, the CONTRACTOR agrees should its proposal be accepted, **to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award.** The CONTRACTOR further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The CONTRACTOR further agrees that in case the CONTRACTOR fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a CONTRACTOR, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

**Payment and Performance Bonds.** Prior to commencing work, the CONTRACTOR shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the CONTRACTOR of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the CONTRACTOR to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in CONTRACTOR being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to "Manatee County, a political subdivision of the State of Florida", **within ten (10) calendar days after issuance of notice of intent to award.**

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the CONTRACTOR shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.



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Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the CONTRACTOR. Failure of the CONTRACTOR to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible CONTRACTOR or re-advertise this RFP.

Failure of COUNTY at any time to require performance by the CONTRACTOR of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

[Remainder of page intentionally left blank]

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## CONTRACTOR'S INSURANCE STATEMENT

**THE UNDERSIGNED** has read and understands the aforementioned insurance and bond requirements of this Agreement and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

CONTRACTOR

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

Surety Agency: \_\_\_\_\_

Surety Name: \_\_\_\_\_ Surety Phone: \_\_\_\_\_

*Please return this completed and signed statement with your agreement.*