

GENERAL NOTES:

- AT LEAST TWO (2) FULL BUSINESS DAYS PRIOR TO BEGINNING THE INSTALLATION, THE CONTRACTOR SHALL CONTACT THE ENGINEER AND THE TRAFFIC SIGNAL INSPECTOR/LIAISON:
 MR. CARLOS CABRERA PH: 941-359-7317
 FLORIDA DEPARTMENT OF TRANSPORTATION
 SARASOTA OPERATIONS CENTER
 1840 61ST STREET
 SARASOTA, FLORIDA 34243
- AT LEAST FIVE (5) WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE FOLLOWING PERSONNEL FOR NOTIFICATION OF SCHEDULED CONSTRUCTION OPERATIONS:
 MANATEE COUNTY TRAFFIC OPERATIONS DIVISION
 MR. AARON BURKETT (941) 708-7509
 MANATEE COUNTY TRAFFIC ENGINEERING DIVISION
 MR. VISHAL S. KAKKAD (941) 749-3502
 SARASOTA COUNTY TRAFFIC OPERATIONS
 MR. MARK RICHMOND (941) 650-2108
- THE CONTRACTOR MUST NOTIFY THE FOLLOWING PERSONNEL AT LEAST TWO (2) BUSINESS DAYS IN ADVANCE TO SCHEDULE THE FINAL INSPECTION:
 FLORIDA DEPARTMENT OF TRANSPORTATION
 MR. CARLOS CABRERA (941) 359-7317
 MANATEE COUNTY TRAFFIC ENGINEERING DIVISION
 MR. VISHAL S. KAKKAD (941) 749-3502
 SARASOTA COUNTY TRAFFIC OPERATIONS
 MR. MARK RICHMOND (941) 650-2108
- WHEN CONSTRUCTION IS COMPLETE, PROVIDE THREE (3) SETS OF "AS BUILT" PLANS AND ONE COMPACT DISK (PDF FILES) TO:
 MANATEE COUNTY TRAFFIC ENGINEERING DIVISION
 2101 47TH TERRACE EAST
 BRADENTON, FL 34203
 (ATTN: MR. VISHAL S. KAKKAD, PE, PTOE)
 SARASOTA COUNTY PUBLIC WORKS/TRAFFIC ENGINEERING
 1001 SARASOTA CENTER BOULEVARD
 SARASOTA, FL 34240
 (ATTN: MS. GABRIELA RADU)
 FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DISTRICT 1
 P.O. BOX 1249
 801 N. BROADWAY AVE.
 BARTON, FL 33831
 (ATTENTION: TRAFFIC OPERATIONS - OPERATIONS SECTION)
 THE RECORD DRAWINGS MUST BE RECEIVED 48 HOURS PRIOR TO SCHEDULING THE FINAL INSPECTION.
- ONE WEEK PRIOR TO THE BEGINNING OF THE INSTALLATION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN CONJUNCTION WITH:
 MANATEE COUNTY PUBLIC WORKS DEPARTMENT PROJECT MANAGEMENT DIVISION
 1022 26TH AVENUE EAST
 BRADENTON, FLORIDA 34208
 PHONE: (941) 708-7510
 MANATEE COUNTY PUBLIC WORKS DEPARTMENT TRAFFIC ENGINEERING DIVISION
 2101 47TH TERRACE EAST
 BRADENTON, FLORIDA 34203
 PHONE: (941) 749-3502
 SARASOTA COUNTY PUBLIC WORKS/TRAFFIC ENGINEERING
 1001 SARASOTA CENTER BOULEVARD
 SARASOTA, FL 34240
 MR. MARK RICHMOND PHONE: (941) 650-2108
- THE MAINTAINING AGENCIES ARE:
 MANATEE COUNTY TRAFFIC OPERATIONS DIVISION
 2404 12TH STREET COURT EAST
 BRADENTON, FLORIDA 34208
 SARASOTA COUNTY PUBLIC WORKS/TRAFFIC ENGINEERING
 1001 SARASOTA CENTER BOULEVARD
 SARASOTA, FL 34240

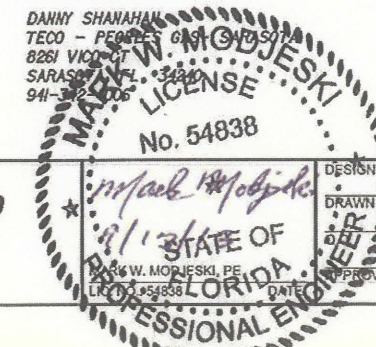
- WHEN CONSTRUCTION DEVIATES FROM APPROVED PERMIT PLANS INCLUDING POSSIBLE EASEMENT, THE CONTRACTOR SHALL FURNISH TO THE COUNTY PROJECT MANAGER, IN CONJUNCTION WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND SARASOTA COUNTY, ONE SET OF "AS BUILT" PLANS FOR FDOT RECORDS:
 DEPARTMENT OF TRANSPORTATION
 P.O. BOX 1249
 (STREET ADDRESS: 801 N. BROADWAY AVE)
 BARTON, FLORIDA 33831
 ATTENTION: TRAFFIC OPERATIONS - SIGNAL DESIGN
 MANATEE COUNTY TRAFFIC DIVISION MANAGER
 P.O. BOX 1000
 BRADENTON, FL 34206-1000
 SARASOTA COUNTY ATTN: MR. MARK RICHMOND
 1001 SARASOTA CENTER BOULEVARD
 SARASOTA, FL 34240
- EXTREME CARE SHALL BE TAKEN TO ENSURE THAT ALL CONSTRUCTION ELEMENTS ARE INSTALLED AS SHOWN IN THE PLANS WITHIN EXISTING RIGHT-OF-WAY.
- THE CONTRACTOR SHALL WORK IN CONJUNCTION WITH THE MAINTAINING AGENCY TO COORDINATE UTILITY RELOCATION IF NECESSARY.
- IN THE EVENT R/W OR IRRESOLVABLE UTILITY CONFLICTS PROHIBIT PLACEMENT ACCORDING TO THE PLANS, THE CONTRACTOR SHALL CONTACT TRAFFIC OPERATIONS ENGINEER AND/OR ENGINEER OF RECORD (EOR) TO OBTAIN A DESIGN VARIATION.
- WORK ZONE TRAFFIC CONTROL:
 A. MAINTAIN TRAFFIC CONTROL AS PER INDEXES IN THE FDOT ROADWAY TRAFFIC DESIGN STANDARDS BOOKLET DATED JANUARY 2013.
 B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING SAFE AND EFFICIENT OPERATION DURING CONSTRUCTION ACTIVITIES.
 C. LANE CLOSURES ARE NOT ALLOWED BETWEEN 6:00 AM AND 9:00 PM.
 D. THE CONTRACTOR SHALL NOT CLOSE ANY TWO CONSECUTIVE SIDE STREETS OR MEDIAN OPENINGS IN ANY ONE PHASE. DRIVEWAYS SHALL NOT BE CLOSED WITHOUT PROVIDING UNOBSTRUCTED INGRESS AND EGRESS.
- THE LOCATION OF UTILITIES SHOWN ON THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS OF ALL UTILITIES. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS OF ANY EXCAVATION OR DEMOLITION ACTIVITY THROUGH SUNSHINE ONE CALL OF FLORIDA INC. (1-800-432-4770) AND SHALL ALSO NOTIFY THOSE UTILITY OWNERS/AGENCIES LISTED WITHIN OR IMPACTED BY THESE PLANS, NOT LESS THAN TWO (2) FULL BUSINESS DAYS IN ADVANCE OF BEGINNING CONSTRUCTION ON THE JOB SITE.
- THE CONTRACTOR SHALL HAND DIG THE FIRST 48 INCHES (4 FEET) OF THE HOLE FOR THE CONDUIT RUN WHERE UTILITIES ARE IN CLOSE PROXIMITY.
- IT SHOULD BE NOTED THAT NO TEST BORINGS WERE MADE WHERE CONDUIT RUNS ARE TO BE INSTALLED BY DIRECTIONAL BORING.
- THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL EQUIPMENT AND MATERIALS TO THE FOLLOWING PERSONNEL FOR APPROVAL PRIOR TO ORDERING:
 MANATEE COUNTY TRAFFIC ENGINEERING DIVISION
 2101 47TH TERRACE EAST
 BRADENTON, FL 34203
 (ATTN: MR. VISHAL S. KAKKAD)
 (ATTN: MS. EYRA CASH)
 SARASOTA COUNTY PUBLIC WORKS/TRAFFIC ENGINEERING
 1001 SARASOTA CENTER BOULEVARD
 SARASOTA, FL 34240
 (ATTN: MS. GABRIELA RADU)
- WHEN A CONTRACTOR IS PERFORMING CONSTRUCTION ACTIVITIES WHERE A LANE IS CLOSED, THE ENGINEER MAY REQUIRE AN OFF DUTY LAW ENFORCEMENT OFFICER TO DIRECT TRAFFIC. THE HOURLY RATE OF PAY FOR AN OFF DUTY LAW ENFORCEMENT OFFICER CAN BE OBTAINED FROM THE LOCAL LAW ENFORCEMENT OFFICE. THE COST OF THE OFFICER SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND INCLUDED IN PAY ITEM 102-1, MOT.
- ALL DISTURBED AREAS SHALL BE RESTORED TO PRE-EXISTING CONDITIONS. ALL DISTURBED UNPAVED AREAS SHALL BE SEEDED AND MULCHED OR SODDED.
- THE CONTRACTOR IS ADVISED THAT A COUNTY SURVEY BENCHMARK IS LOCATED WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO AVOID DISTURBING THE BENCHMARK. IF THE BENCHMARK IS AT RISK OF BEING DISTURBED THE MANATEE COUNTY SURVEY DIVISION SHALL BE CONTACTED IMMEDIATELY.

PAY ITEM NOTES:

- 555-1-1:
 THIS PAY ITEM INCLUDES INSTALLATION OF ONE 1.25 INCH HDPE CONDUIT TYPE SDR II TO BE POPULATED WITH FIBER OPTIC CABLE UNDER THIS CONTRACT.
 PAYMENT INCLUDES FURNISHING AND INSTALLING LOCATE WIRE AND STANDARD ROUTE MARKERS. LOCATE WIRE AND ROUTE MARKERS SHALL CONFORM TO SECTION 783 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. FOR ROUTE MARKERS NORTH OF EDWARDS DRIVE THE CONTRACTOR SHALL VERIFY ROUTE MARKER LETTERING AND GRAPHICS WITH MANATEE COUNTY PRIOR TO ORDERING. FOR MARKERS SOUTH OF EDWARDS DRIVE VERIFY WITH SARASOTA COUNTY.
- 670-5-40:
 THIS ITEM SHALL INCLUDE THE COST OF CABINET MODIFICATIONS NECESSARY TO ACCOMMODATE THE PROPOSED FIBER OPTIC PATCH PANELS. THESE LOCATIONS HOUSE COMPONENTS FOR THE MANATEE AND SARASOTA COUNTY ATMS SYSTEMS. THE CONTRACTOR SHALL TAKE DUE CARE DURING CONSTRUCTION NOT TO DISRUPT ATMS COMMUNICATIONS. IF CONTRACTOR ACTIVITIES WILL AFFECT ATMS COMMUNICATIONS MANATEE OR SARASOTA COUNTY TRAFFIC ENGINEERING SHALL BE CONTACTED 24 HOURS IN ADVANCE OF THE ACTIVITY.
- 783-2-31:
 THE CONTRACTOR SHALL COORDINATE WITH MANATEE COUNTY AND SARASOTA COUNTY TRAFFIC ENGINEERING 24 HOURS PRIOR TO SPLICING WITHIN THE EXISTING FIBER OPTIC CABLE SPLICE BOXES. DUE CARE SHALL BE TAKEN NOT TO DISTURB EXISTING FIBER SPLICES.
- 783-3-15, 783-3-16:
 THE PRETERMINATED PATCH PANELS SHALL INCLUDE SUFFICIENT LENGTH OF 12 SW FIBER FOR SPLICING IN THE SPLICE BOX WITH REQUIRED SLACK.
 ALL PATCH PANELS SHALL BE CORNING CLOSET CONNECTOR HOUSINGS OR EQUIVALENT WITH TYPE SC CONNECTORS AND SHALL BE RIGIDLY RACK OR SHELF MOUNTED. THE CONTRACTOR SHALL SUBMIT CUT SHEETS FOR ALL FIBER OPTIC EQUIPMENT PRIOR TO PURCHASE TO CONFIRM COMPATIBILITY. THE CONTRACTOR SHALL FURNISH 100 2-METER COMPATIBLE SINGLE MODE PATCH CABLES TO MANATEE COUNTY UNDER THIS PAY ITEM.
- 783-5-1:
 USE POLYMER CONCRETE CONSTRUCTION PULL BOXES WITH POLYMER CONCRETE COVER.
 PULL BOXES ARE TO BE PLACED BEHIND CURB AND GUTTER. IF THERE IS NO CURB AND GUTTER, PULL BOXES SHALL BE PLACED A MINIMUM OF 7 FEET FROM EDGE OF THE PAVEMENT. THE TOP OF THE LID SHALL HAVE THE FOLLOWING IDENTIFICATION PERMANENTLY CAST INTO THEIR TOP SURFACE IN STAMPED RAISED LETTERS: "MANATEE COUNTY FIBER OPTIC SYSTEM" FOR FIBER OPTIC PULL BOXES NORTH OF EDWARDS DRIVE AND "SARASOTA COUNTY ITS" FOR PULL BOXES SOUTH OF EDWARDS DRIVE.
 APPROPRIATELY SIZE EACH PULL BOX SO THE FIBER COMMUNICATION CABLE DOES NOT EXCEED MANUFACTURER'S RECOMMENDED BENDING RADIUS. STANDARD FIBER OPTIC PULL BOX DIMENSION SHALL BE 24"x36"x36".
 THE CONCRETE APRONS SHOWN IN DESIGN STANDARD 17700 ARE NOT REQUIRED.
- 785-2-192:
 THIS PAY ITEM INCLUDES THE INSTALLATION OF A TYPE 334 GROUND MOUNT ITS CABINET TO HOUSE THE PATCH PANELS. THE CABINET SHALL BE BUILT AND CONFIGURED AS PER SECTION 785-4 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION INCLUDING SUNSHIELDS.
 THE CABINET BASE SHALL BE CONSTRUCTED OF FDOT CLASS 1 NS CONCRETE WITH HEIGHT ABOVE GRADE BETWEEN 4 AND 12 INCHES. INSTALL TWO 1.25 CONDUITS AND TWO 4 INCH CONDUITS INTO THE NEAREST FIBER OPTIC PULL BOX. CABINET GROUNDING SHALL BE INSTALLED AS PER SECTION 785-2.

UTILITY OWNERS:

- | | |
|---|---|
| MS DENISE HUTTON VERIZON FLORIDA INC 1701 RINGLING BLVD SARASOTA, FL 34236 941-906-6722 | MARK RICHMOND SARASOTA COUNTY TRAFFIC OPERATIONS 1001 SARASOTA BLVD SARASOTA, FL 34240 941-650-2108 |
| KATHY MCMAHON MANATEE COUNTY UTILITY RECORDS 4520 66TH ST WEST BRADENTON, FL 34210 941-792-8811 Ext: 5002 | MR. GREG COKER FLORIDA POWER & LIGHT 1253 12TH AVE EAST PALMETTO, FL 34221 941-723-4430 (OFFICE) 941-704-9087 (MOBILE) |



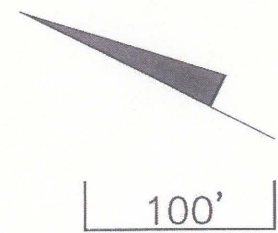
MANATEE COUNTY

US 41
FROM BRADEN AVE TO
GENERAL SPAATZ BLVD



GENERAL AND
PAY ITEM NOTES

PROJECT NO:
00193-008-020
DATE:
9-13-2013
SHEET NO:
T-3



EXISTING FIBER OPTIC PULL BOX LOCATION
SEE NOTES

| | | |
|-----------|---------------|--|
| 783-1-123 | 50 LF (72 SM) | EXISTING TRAFFIC CONTROLLER CABINET |
| 783-2-31 | 72 EA | |
| 783-3-11 | 1 EA | |
| 783-3-12 | 6 EA | |
| 783-6-1 | 1 EA | |

| | |
|-----------|------|
| 670-5-110 | 1 AS |
| 783-3-15 | 1 EA |

| | |
|-----------|----------------|
| 555-1-1 | 645 LF (1.25") |
| 783-1-123 | 645 LF (72 SM) |

| | |
|-----------|---------------|
| 783-1-123 | 50 LF (72 SM) |
| 783-5-1 | 1 EA |

| | |
|-----------|----------------|
| 555-1-1 | 850 LF (1.25") |
| 783-1-123 | 850 LF (72 SM) |

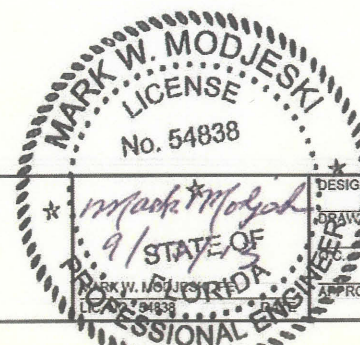
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|-----------|---------------|
| 783-1-123 | 50 LF (72 SM) |
| 783-5-1 | 1 EA |



EXISTING FIBER OPTIC PULL BOX LOCATION

THE CONTRACTOR SHALL REMOVE THE EXISTING PULL BOX AND INSTALL A NEW FIBER OPTIC SPLICE BOX. DUE CARE SHALL BE TAKEN NOT TO DISTURB THE ATMS FIBER OPTIC CABLE CURRENTLY IN USE. THE CONTRACTOR SHALL COORDINATE WITH MANATEE COUNTY TRAFFIC ENGINEERING 24 HOURS PRIOR TO ENTERING THE EXISTING SPLICE ENCLOSURE AND FOR TRAFFIC CABINET ACCESS.

REMOVAL AND REPLACEMENT OF EXISTING SIDEWALK IS INCIDENTAL TO THE COST OF THE PROPOSED FIBER OPTIC SPLICE BOX.



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MANATEE COUNTY

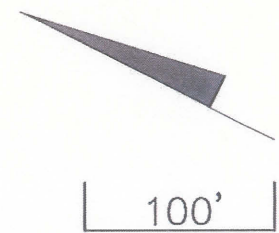
**US 41
FROM BRADEN AVE TO
GENERAL SPAATZ BLVD**

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TBE**
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www.cardnotbe.com • 813.221.0048
Certificate of Authorization No. 3843

| | |
|----------|-----|
| DESIGNED | MWM |
| DRAWN | HBH |
| CHECKED | DJA |
| APPROVED | |

**FIBER OPTIC
INTERCONNECT PLANS**

| | |
|-------------|---------------|
| PROJECT NO: | 00193-008-020 |
| DATE: | 9-13-2013 |
| SHEET NO: | T-4 |



PROPOSED SPLICE CABINET LOCATION
SEE NOTES

| | |
|-----------------|-----------|
| (2-1.25") 20 LF | 555-1-1 |
| (72 SM) 50 LF | 783-1-123 |
| (96 SM) 50 LF | 783-1-123 |
| 168 EA | 783-2-32 |
| (96 PORT) 2 EA | 783-3-16 |
| 1 EA | 785-2-192 |

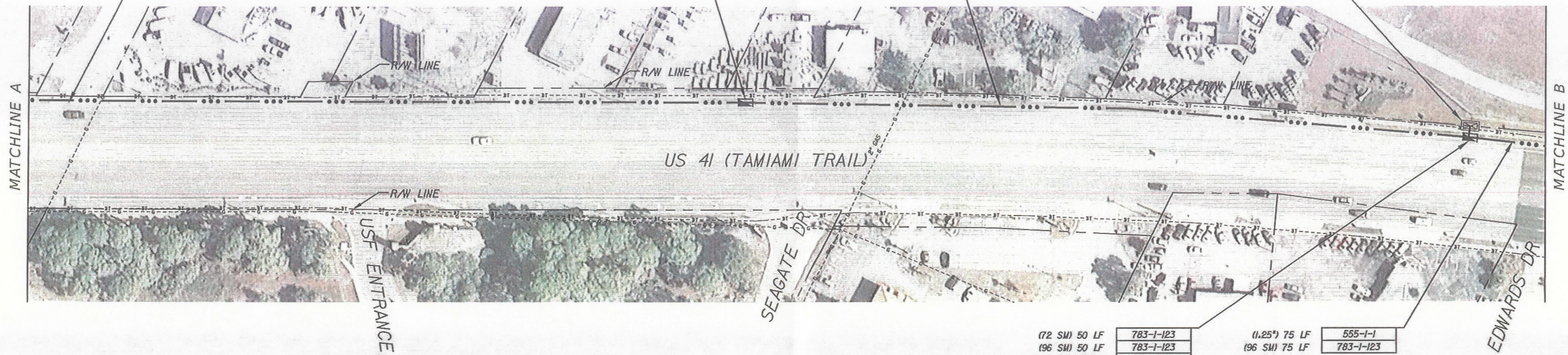
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|-----------|----------------|
| 555-1-1 | 725 LF (1.25") |
| 783-1-123 | 725 LF (72 SM) |

| | |
|-----------|---------------|
| 783-1-123 | 50 LF (72 SM) |
| 783-5-1 | 1 EA |

| | |
|-----------|----------------|
| 555-1-1 | 730 LF (1.25") |
| 783-1-123 | 730 LF (72 SM) |

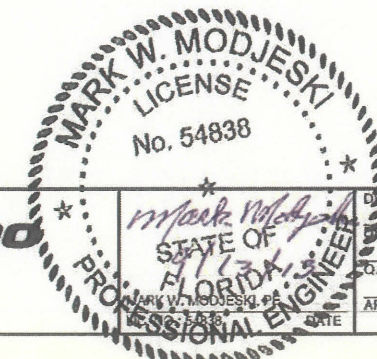
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|---------------|-----------|
| (72 SM) 50 LF | 783-1-123 |
| (96 SM) 50 LF | 783-1-123 |
| 1 EA | 783-5-1 |

| | |
|---------------|-----------|
| (1.25") 75 LF | 555-1-1 |
| (96 SM) 75 LF | 783-1-123 |



NOTES

THE CONTRACTOR SHALL FURNISH AND INSTALL A GROUND MOUNT TYPE 334 CABINET WITH THE DOORS PARALLEL AND ADJACENT TO BACK OF SIDEWALK WITH TECHNICIAN PAD ON OPPOSITE SIDE.



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| | |
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| DESIGNED | MWM |
| DRAWN | HBH |
| C.C. | DJA |
| APPROVED | |

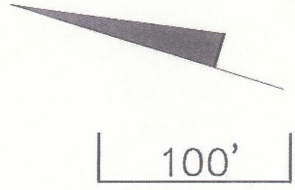
FIBER OPTIC INTERCONNECT PLANS

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| PROJECT NO: | 00193-008-020 |
| DATE: | 9-13-2013 |
| SHEET NO: | T-5 |

MANATEE COUNTY

US 41
FROM BRADEN AVE TO
GENERAL SPAATZ BLVD

| NO. | DESCRIPTION | BY | DATE |
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EXISTING FIBER OPTIC SPLICE BOX LOCATION
SEE NOTES

555-1-1 515 LF (1.25*)
783-1-123 515 LF (96 SM)

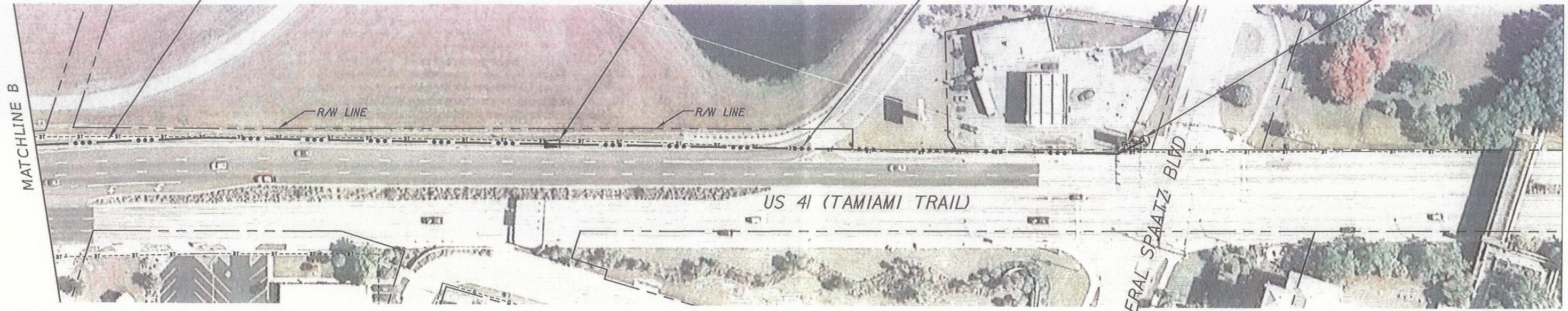
783-1-123 50 LF (96 SM)
783-5-1 1 EA

555-1-1 590 LF (1.25*)
783-1-123 590 LF (96 SM)

EXISTING TRAFFIC
CONTROLLER CABINET

670-5-410 1 AS
783-3-15 1 EA

783-1-123 50 LF (96 SM)
783-2-31 96 EA
783-3-11 1 EA
783-3-12 8 EA



EXISTING FIBER OPTIC SPLICE BOX LOCATION

DUE CARE SHALL BE TAKEN NOT TO DISTURB THE ATMS FIBER OPTIC CABLE CURRENTLY IN USE. THE CONTRACTOR SHALL COORDINATE WITH SARASOTA COUNTY TRAFFIC ENGINEERING 24 HOURS PRIOR TO ENTERING THE EXISTING SPLICE ENCLOSURE AND FOR TRAFFIC CABINET ACCESS.

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MANATEE COUNTY

US 41
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GENERAL SPAATZ BLVD

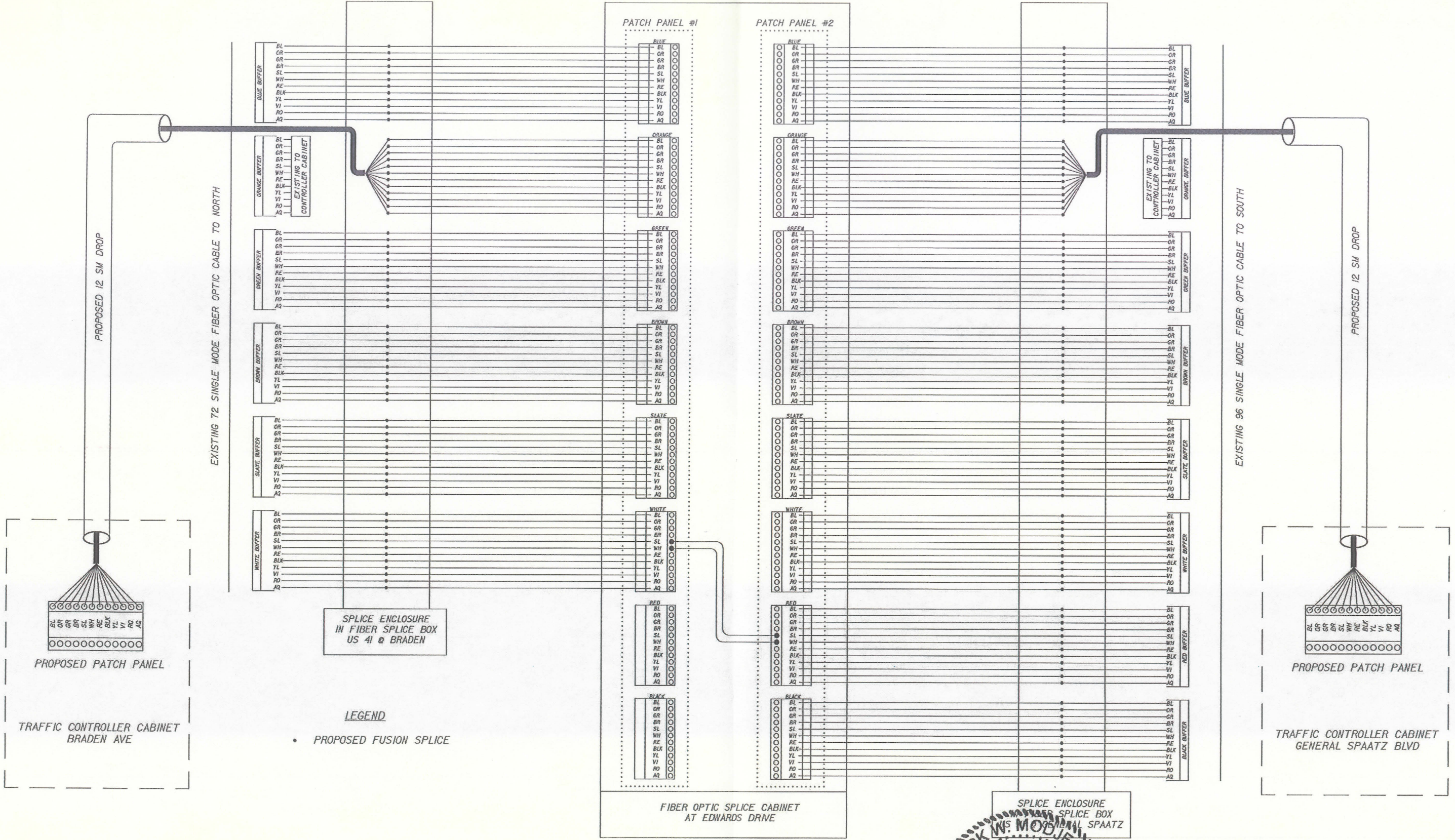
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Certificate of Authorization No. 3843

MARK W. MODJESKI
LICENSE
No. 54838
STATE OF FLORIDA
PROFESSIONAL ENGINEER

DESIGNED MWM
DRAWN HBH
CHECKED DJA
APPROVED

FIBER OPTIC
INTERCONNECT PLANS

PROJECT NO:
00193-008-020
DATE:
9-13-2013
SHEET NO:
T-6

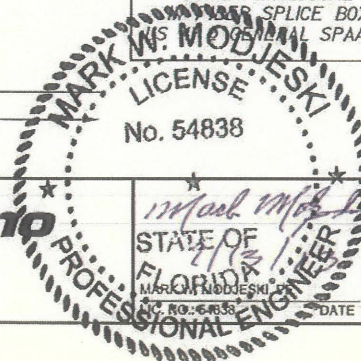


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MANATEE COUNTY

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DESIGNED MWM
DRAWN HBH
Q.C. DJA
APPROVED DATE

FIBER OPTIC
SPlicing DETAILS

PROJECT NO:
00193-008-020
DATE:
9-13-2013
SHEET NO:
T-7

SPECIAL PROVISIONS

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COMPLIANCE WITH THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) STORMWATER MANAGEMENT AND DISCHARGE PERMIT REQUIREMENTS AND/OR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) DREDGE AND FILL PERMIT REQUIREMENTS 22
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GENERAL

This Section amends, enhances or otherwise revises the Contract Documents and Technical Specifications.

CONTRACT PLANS

The Contract Plans will include the following plan sets:

- Fiber Optic Interconnect Plans from Braden Avenue to General Spatz Boulevard

STANDARD SPECIFICATIONS

The standard Specifications to be used for this work shall be Division II and III of the Florida Department of Transportation (FDOT) *Standard Specifications for Road and Bridge Construction (2014 Edition)*, and all Supplemental Specifications thereto, hereinafter referred to as the *Standard Specifications*, for roadway construction, except as amended under this Contract, or as noted on the construction plans meeting the Manatee County Highway, Traffic & Stormwater Standards (dated 2007).

These specifications cover the usual construction requirements for work specified by the County Public Works Department; however, in the event it is determined that the specific work to be done is of such a nature that the method of construction, type and/or kind of material is not defined by the *Standard Specifications*, such work shall be performed in accordance with the Special Provisions.

The apparent silence of the Specifications as to any detail of the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used. Interpretation of these specifications shall be made upon that basis.

PRIORITY

In any instance where there is an apparent conflict between these technical specifications, special provisions and the corresponding terms of the “Standard Specifications”, these special provisions followed by these technical specifications shall be controlling.

NO SEPARATE PAYMENT FOR SPECIAL PROVISIONS

No separate payment will be made for the Contractor to execute Special Provisions. All expenses borne by the Contractor shall be included in the individual unit prices for the particular pay item, applicable pay item or as part of the lump sum quantity for Mobilization.

CONSTRUCTION STAKING

All construction staking and survey work shall be completed prior to Clearing and Grubbing activities and shall be performed by a Registered Land Surveyor, unless otherwise approved. The right-of-way shall be staked within 20 days of the Notice to Proceed and shall include any

easements (TCE or permanent) and maintained through the duration of construction. Right-of-way stakes shall be placed at all right-of-way corners and a maximum of 200 feet between corners, and shall be visible for contractor personnel, utility companies, and County representatives.

MATERIALS

- a. **Delivery Tickets:** It will be necessary to submit a copy of all delivery tickets for materials used on the project, regardless of the basis of payment.
- b. **Job Mix Formula for Portland Cement Concrete:** Attention is directed to the requirement that job mix design formulas for all Portland Cement Concrete, of the type specified, be submitted at least 14 days prior to use on the project. The submitted formulas shall be derived or approved by the County Representative and/or its agents. All concrete mix designs shall meet FDOT Concrete Class mix guidelines, except as follows: when approved, in writing by the County Representative, an Alternate Class I Concrete mix design formula, for concrete curb and gutter to be placed by automated curb machines, may show, as a substitution for #57 aggregate, an amount of #89 aggregate not to exceed 33 percent, by weight, of the #57 aggregate.

LABORATORY TESTING

Testing for the Work shall be performed at no expense to the Contractor. However, any test that fails or is not performed, as a result of the Contractor's action will, in turn, be back-charged to the Contractor, including the cost of all re-testing due to defective materials or construction. The testing laboratory shall be approved by the County Representative.

The samples and tests used for determining the quality and acceptability of the materials and workmanship, which have been or are to be incorporated in the Work, shall conform to the requirements of the State of Florida Department of Transportation Materials Sampling, Testing and Reporting Guide, latest edition.

Testing shall be in accordance with the applicable portions of Section 6 of the *Standard Specifications* and these specifications.

MATERIAL TESTING TABLE

| ITEM | TEST | TEST IDENTIFICATION | TEST REQUIREMENTS VERTICAL | TEST FREQUENCY HORIZONTAL |
|------------------------------|---|---|----------------------------|--|
| UTILITY TRENCH BACKFILL | MAXIMUM DENSITY OPTIMUM MOISTURE | AASHTO T-180 | N/A | PER SOIL CLASSIFICATION/ PER LABORATORY |
| | FIELD DENSITY | AASHTO T-191 AND AASHTO T-204 | PER PLANS | ONE PER 200 LF |
| SUBGRADE UNCLEAR NEW CURB | MAXIMUM DENSITY OPTIMUM MOISTURE | AASHTO T-180 | N/A | PER SOIL CLASSIFICATION/ PER LABORATORY |
| | FIELD DENSITY | AASHTO T-191 AND AASHTO T-204 | PER PLANS | ONE PER 200 LF |
| LIMEROCK/ SHELL BASE | MAXIMUM DENSITY OPTIMUM MOISTURE | AASHTO T-180 | N/A | PER SOIL CLASSIFICATION/ PER LABORATORY |
| | FIELD DENSITY | AASHTO T-191 AND AASHTO T-204 | PER PLANS | ONE PER 200 LF |
| SOIL CEMENT BASE | SOIL CEMENT PLACEMENT/ MONITORING DENSITIES THICKNESS DETERMINATIONS | AASHTO T-134 AND AASHTO T-135 | PER PLANS | ONE PER 200 LF |
| CONCRETE | COMPRESSIVE STRENGTH (THREE CYLINDERS/TEST) | AASHTO T-23 AND AASHTO T-22 | PER SPECS | PER SPECS/MIN. OF ONE SET/DAY FOR POURS BETWEEN 10 & 50 CY |
| | SLUMP, AIR CONTENT | AASHTO T-119 AND AASHTO T-152 | PER SPECS | ADDITIONAL SET FOR EACH 50 CY DAILY OR 1 PER 50 CY MAX |
| ASPHALT | MATERIAL QUALITY GRADATION, STABILITY BITUMEN CONTENT | FLORIDA D.O.T. | PER SPECS | PER SPECS DAILY OR 1 PER 50 CY MAX |
| RECYCLED CONCRETE BASE | GRADATION DENSITIES THICKNESS DETERMINATIONS | AASHTO T-180 | PER SPECS | PER SOIL CLASSIFICATION/ PER LABORATORY ONE PER 200 LF |

DISCRETIONARY WORK (Contingency)

The discretionary work (Contingency) pay item shall cover the cost for various contingencies and contract amendments authorized by the Owner. Any amount of extra work and/or alterations to the

proposed work charged to the allowance shall be fully documented and authorized by the Engineer before the start of the work. No payment shall be made for work completed without written authorization from the Owner or Engineer.

Method of Measurement and Basis of Payment

Payment for authorized work shall be per 7.3 of the general conditions.

MEASUREMENT AND PAYMENT

- a. All work completed under the terms of this contract shall be measured according to United States Standard Measures.
- b. All measurements shall be taken horizontally or vertically unless specifically provided otherwise.
- c. No payment will be made for construction over a greater area than authorized, nor for material moved from outside of stakes and data shown on the plans, except when such work is performed upon instructions of the County Representative.
- d. The Contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the County Representative.
- e. Whenever any change, or combination of changes, on the plans results in an increase or decrease in the original contract quantities, and the work added or decreased/eliminated is of the same general character as that called for on the plans, the Contractor shall accept payment in full at the original contract unit prices for the actual quantity of work performed, with no allowance for any loss of anticipated profits.
- f. Any quantity item not indicated in the Bid Proposal List but shown on the Plans shall be included as part of the lump sum quantity for **Mobilization**.
- g. It is the Contractor's responsibility to perform a detailed quantity take-off from the plans to determine actual quantities for ordering and delivery purposes. The County Representative will not be responsible for quantities ordered in excess of those installed and constructed. The Contractor should be aware that some of the pay items may have contingency quantities. Payment shall be made only for final in-place quantities.
- h. No payment shall be made for contingency quantities or additional work unless otherwise directed and approved in writing by the County Representative.
- i. The Contractor shall submit a Schedule of Values within 30 days of Award of Contract.

RESTORATION

Payment for restoration shall be covered under the applicable restoration Pay Items as specified in the proposal. If a specific restoration Pay Item is not listed in the proposal, the cost of such work shall be included in the applicable Pay Item unless otherwise provided under separate restoration section or pay quantity of these Specifications.

COOPERATION WITH OTHERS

The Contractor shall cooperate with the owner of any underground or overhead utility lines in their removal and rearrangement operations, in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted. The County shall not be responsible for costs associated with delays, disruptions and remobilizations attributed to utility agency scheduling.

GUARANTEE

All work shall be guaranteed for 3 years after final completion and acceptance of the work unless otherwise specified. The guarantees are to be construed as being supplemental in nature and in addition to any and all other remedies available to the County Representative under the laws of the State of Florida.

SITE INVESTIGATION

The Contractor acknowledges that he has satisfied himself as to the nature and location of the work; the general and local conditions, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, water stages, tides or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during prosecution of the work.

The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered, insofar as this information presented by the drawings and Specifications made a part of this contract.

Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.

The County assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the County. The County also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Contract, unless (1) such understanding or interpretations are made in writing by the County or are expressly stated in the Contract and (2) the Contract expressly provides that the responsibility therefore is assumed by the County.

CONTRACTOR'S SUPERVISION

- a. **Prosecution of Work:** The Contractor shall give the work the constant attention necessary to assure the scheduled progress. He shall cooperate fully with the County Representative and with other Contractors at work in the vicinity.
- b. **Contractor's Superintendent:** The Contractor shall at all times have on the work site as his agent, a competent superintendent capable of thoroughly interpreting the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive the instructions from the County Representative or his authorized representatives. The superintendent shall have full authority to execute the orders or directions of the County Representative and to supply promptly any materials, tools, equipment, labor and incidentals that may be required. Such superintendence shall be furnished regardless of the amount of work sublet.
- c. The Contractor's superintendent shall speak and understand English, and at least one responsible person who speaks and understands English shall be on the project during all working hours.
- d. **Supervision for Emergencies:** The Contractor shall have a responsible person available at or reasonably near the work site on a 24-hour basis, 7 days a week, in order that he may be contacted for emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that may arise. The Contractor's responsible person for supervision for emergencies shall speak and understand English. The Contractor shall submit, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies along with a description of the project location to the Florida Highway Patrol and all other local law enforcement agencies.

LIST OF EMERGENCY CONTACT NUMBERS & UTILITY SERVICE MAINTENANCE

The Contractor shall obtain and maintain a list of emergency contact phone numbers for all utilities during the course of the project. The Contractor shall maintain utility service during the project except for interruptions authorized by the utility owner. If interruptions are required, the Contractor shall notify the utility owner 48 hours in advance.

MAINTENANCE AND RESTORATION OF JOB SITE

The Contractor shall conduct his operations in such a manner as will result in a minimum of inconvenience to occupants of adjacent homes and business establishments and shall provide temporary access as directed or as may be required by the Project Manager. All final restoration must be performed to an equal or better condition than that which existed prior to construction.

Good housekeeping on this project is extremely important and the Contractor will be responsible for keeping the construction site neat and clean, with debris being removed daily as the work progresses or as otherwise directed by the Project Manager. Good housekeeping at the job site shall include: Removing all tools and temporary structures, dirt, rubbish, etc.; hauling all excess dirt, rock, etc., from excavations to a dump provided by the Contractor; and all clean up shall be accomplished to the satisfaction of the Project Manager. Dust will be controlled daily as may be required. Immediately after construction completion in an area or part thereof (including restoration), barricades, construction equipment and surplus and discarded materials shall be removed by the Contractor.

In the event that the timely clean up and restoration of the job site is not accomplished to the satisfaction of the Project Manager, the Project Manager shall make arrangements to affect the necessary clean up by others. The Contractor shall be charged for these costs through deductions in payment due the contractor. If such action becomes necessary on the part of and in the opinion of the Project Manager, the County shall not be responsible for the inadvertent removal from the work site of materials which the Contractor would not normally have disposed of had he affected the required clean up.

NOTICE AND SERVICE THEREOF

All notices, which shall include demands, instructions, requests, approvals, and claims shall be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered to the office of the Contractor specified in the bid (or to such other office as the Contractor may, from time to time, designate to the County Representative in writing), or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered, with charges prepaid, sent via fax transmission, or to any telegraph company for transmission, in each case addressed to such office.

All notices required to be hand delivered to the County, unless otherwise specified in writing to the Contractor, shall be delivered to the Project Manager, and any notice to or demand upon the County shall be sufficiently given as delivered to the office of the Project Manager, or if deposited in the United States mail in a sealed, postage prepaid envelope, sent via fax transmission, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Project Manager or to such other representative of the County or to such other address as the County may subsequently specify in writing to the Contractor for such purposes.

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post or in the case of a fax transmission or telegram at the time of actual receipt, as the case may be.

REQUIREMENTS FOR CONTROL OF THE WORK

Prior to the start of the Work described in this contract, a pre-construction conference shall be held by the Project Manager to be attended by the Contractor and representatives of the various utilities and others as required, for the purpose of establishing a schedule of operations which will coordinate the work to be done under this contract with all related work to be done by others within the limits of the project.

All items of work in this contract shall be coordinated so that progress of each related item will be continuous from week to week. The progress of the work will be reviewed by the Project Manager at the end of each week, and if the progress of any item of work during that week is found to be unsatisfactory, the Contractor shall be required to adjust the rate of progress on that item or other items as directed by the Project Manager without additional compensation. The Contractor will continuously control the work until completed.

PROJECT SCHEDULE

The Contractor shall submit a detailed construction bar chart schedule within 15 days of the notification of award or its intent for the County to review. The submittal shall meet the following requirements:

- Schedule will be submitted on 11-inch by 17-inch paper.
- The time scale (horizontal) shall be in weeks. The activities shall be listed on the left hand side (vertical).
- Activities shall show most Work activities. The listing from top to bottom shall be in a logical sequence of how the Work will be accomplished. Space shall be provided between activities or within bars to allow for marking of actual progress.
- The submittal shall show the order and interdependence of activities and the sequence for accomplishing the work. All activities shall be described in sufficient detail so that the Engineer can readily identify the work and measure the progress on of each activity. The submittal shall show each activity with a beginning work date, duration, and a monetary value. Include activities for procurement fabrication, and deliver of materials, plant, and equipment, and review time for shop drawings and submittals. Include milestone activities when milestones are required by the Contract Documents. In a project with more than one phase, adequately identify each phase and its completion date, and do not allow activities to span more than one phase.
- The Contractor shall conduct sufficient liaison and provide sufficient information to indicate coordination activities with utility owners that have facilities within the limits of construction have been resolved. Incorporate in the schedule any utility adjustment schedules included in the Contract Documents unless the utility company and Manatee County mutually agree to changes to the utility schedules shown in the Contract. Submit a working plan with the schedule, consisting of a concise written description of the construction plan.
- The Project Manager will return inadequate schedules to the Contractor for corrections. Resubmit a corrected schedule within 15 calendar days from the date of the Project Manager's return transmittal.
- The Contractor shall submit an updated Work Progress Schedule, for Project Manager's acceptance, if there is a significant change in the planned order or duration of an activity. The Project Manager will review the corrected schedule and respond within 7 calendar days of receipt.

A copy of the schedule, clearly showing progress made, shall be submitted on a monthly basis during the progress of the work. Review or acceptance will neither impose on the County responsibility for the progress or scheduling of the Work, nor relieve the Contractor from full responsibility therefore.

By acceptance of the schedule, the Project Manager does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities. The Project Manager will use the accepted schedule as the baseline against which to measure the progress.

The Contractor shall provide a revised Work schedule if, at any time, the County considers the completion date to be in jeopardy because of "activities behind schedule". An activity that cannot be completed by its original or latest completion date shall be deemed to be behind schedule. The

revised Work schedule is designed to show how the Contractor intends to accomplish the Work to meet the contractual completion date. The form and method employed by the Contractor shall be the same as for the original Work schedule.

If the Contractor fails to finalize either the initial or a revised schedule in the time specified, the Project Manager will withhold all Contract payments until the Project Manager accepts the schedule.

The cost to prepare and revise the schedule is considered incidental to the Work.

USE OF PRIVATE PROPERTY

All construction activities required to complete this project in accordance with the Contract Documents shall be confined to public right-of-way, easements of record or temporary construction easements, unless the Contractor makes specific arrangements with private property owners for his use of their property. Written authorization from the granting property owner shall be placed on file with the Project Manager prior to utilization of said private properties. The County assumes no responsibility for damage to private property in such instances. The Contractor is responsible for protection of private property abutting all work areas on this project. Adequate equipment storage and material storage shall also be accomplished outside the County's right-of-way. Pipe and other materials shall not be strung out along the right-of-way, but will be delivered in quantities adequate for one day's installation. The County will coordinate with the Contractor to identify possible storage sites.

PRE-CONSTRUCTION AND CONSTRUCTION PROGRESS PHOTOGRAPHY

General

The Contractor shall employ a competent photographer to take construction record digital photos and perform video recording, including providing all labor, materials, equipment and incidentals necessary to obtain photos and/or video recordings of all areas within the project limits or as otherwise specified in the Contract specifications.

The word "Photo" includes standard photographic methods involving digital photography and production of hard copies for photos and saving photos as jpg files on diskettes and CD-ROMs.

Qualifications

A competent camera operator who is fully experienced and qualified with the specified equipment shall do all photography.

For the video recording, the audio portion should be done by a person qualified and knowledgeable in the specifics of the Contract, who shall speak with clarity and diction so as to be easily understood.

Project Photos for Construction Progress

Provide photos of the entire work area during construction for the purpose of records of completed work. Photos should be spaced at approximately 100-foot intervals. Three prints of each standard photograph shall be provided to the County. In addition to the CD_ROM media, one print of each digital photograph shall be provided to the County.

The Contractor shall pay all costs associated with the required photographs and prints. Any parties requiring additional photography or prints will pay the photographer directly.

Each print shall have clearly marked on the back the name of the project, the orientation of view, the date and time of exposure, name and address of photographer and the photographers numbered identification of exposure.

All project photographs shall be a single weight, color image. All finishes shall be smooth surface and glossy, and all prints shall be 8 inches by 10 inches.

All project photos shall be taken from locations to adequately illustrate conditions prior to construction, or conditions of construction and state of progress. The Contractor shall consult with the County Representative at each period of photography for instructions concerning views required.

The Contractor shall deliver photos in conformance with the above requirements to the County Representative. No construction shall begin until pre-construction photo are completed and submitted to the County Representative.

Record Photos

The Contractor shall require that photographer maintain digital copies of photos for a period of two years from date of Substantial Completion of the Project.

Photographer shall agree to furnish additional prints to the County Representative at commercial rates applicable at the time of purchase. Photographer shall also agree to participate as required in any litigation requiring the photographer as expert witness.

Video Recording for Pre-Construction

Video recording shall be used in lieu of photos for pre-construction. It shall be of sufficient quality to fully illustrate details of conditions and construction, including special features

Video recording shall be accomplished along all routes that are scheduled for construction.

The video recording shall, when viewed, depict an image with $\frac{1}{4}$ of the image being the roadway fronting of property and $\frac{3}{4}$ of the image being of the property. The video recording shall be done so as to show the roadway and property in an oblique view (30 degrees).

A complete view, in sufficient detail, of all driveways, with audio description of the exact location shall be provided.

The Engineering plans shall be used as a reference for stationing in the audio portion of the video recording for easy location identifications. If visible, house numbers shall be mentioned on the audio.

Two complete sets of video recording shall be delivered to the Owner for the permanent and exclusive use of the Owner prior to the start of any construction on the project.

All video recording shall contain the name of the project, the date and time of the video recording the name and address of the photographer and any other identifying information required.

Payment for this item shall be included under the pay item for Mobilization.

PROJECT IDENTIFICATION SIGN

The Contractor shall be responsible for furnishing, installing and maintaining four (4) County project identification signs and removal of same upon completion of the construction. Project identification sign shall be constructed and maintained at the project site as directed by the County Representative. The Contractor shall erect, maintain and relocate the sign as directed for the duration of the Project.

The Contractor shall mount the sign using 4-inch pressure treated lumber or as approved by the County Representative, and other supports as required, at a location mutually agreed by the County Representative and the Contractor.

The identification signs shall not be less than 32 square feet in area. The Contractor shall coordinate with the County Representative for the sign verbiage before fabrication. The signs shall be painted with graphic content to include:

- Title of Project
- Name of Owner
- Names and Titles of authorities, as directed by the County Representative
- Prime Contractor
- Construction Cost

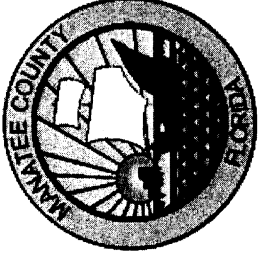
The signs shall be erected prior to commencement of work at a lighted location of high public visibility, adjacent to the main entrance at each end of the project, as approved by the County Representative.

The signs shall be a minimum of 8 feet wide and 4 feet high. The signs shall be constructed of high density $\frac{3}{4}$ -inch exterior plywood without waves or buckles, mounted and braced with pressure treated lumber as necessary and maintained in a presentable condition for the duration of the project. Hardware shall be galvanized. The surface of the sign shall be of exterior softwood plywood with medium density overlay.

Painting shall be constructed with materials to resist weathering and fading during the construction period. Experienced professionals shall perform painting. Graphic design and style shall be in accordance with the following:

- The signs will be placed in accordance with Manatee County Development Code, Ordinance 90-01, Section 724, Signs and Section 713, Visibility Triangles.

Payment for installing and maintaining the project identification signs shall be included as part of the lump sum quantity under Pay Item Number 1 (101-1) for Mobilization. The sign will remain the property of the County upon completion of the Project unless otherwise directed.



**FIBER OPTIC INTERCONNECT CONSTRUCTION
FROM BRADEN AVE TO GENERAL SPATZ BLVD**
Board of County Commissioners

LARRY BUSTLE

CHAIRMAN

VANESSA BAUGH

BETSY BENAC

JOHN CHAPPIE

ROBIN DISABATINO

MICHAEL GALLEN

CAROL WHITMORE

CONSTRUCTION COST
\$ (Enter Amount)

PRIME CONTRACTOR
(Enter Contractor Name)

SPECIAL TERMS AND CONDITIONS

SOIL EROSION AND SILTATION

The Contractor shall plan and control the Work to minimize all soil erosion and the siltation of drains and canals resulting from such erosion.

At the pre-construction meeting, the Contractor shall present his proposed plan and schedule, which shall specifically indicate the proposed used of temporary erosion control features. The plan shall include:

- **Synthetic Bales** designed, furnished and installed by the Contractor in accordance with the plans, FDOT Section 104-6-4, and FDOT Design Standard Index No. 102.
- **Floating turbidity barriers and staked turbidity barriers** furnished and installed by the Contractor as shown on the plans and/or required by conditions of the permits and as outlined in FDOT Section 104-6.4.11.

SHOP DRAWINGS

This project will include a single EOR for the plan set. The shop drawings shall include, but not be limited to:

- Traffic Control Plan
- Erosion Control Plan
- Traffic components

The Contractor shall submit to the County Project Manager for distribution and approval, all working drawings and shop drawings with descriptive specifications and engineering calculations necessary for the successful completion of the Work. The shop drawing shall be submitted in pdf format, along with a submittal log and the number of the submittals should follow the number on the submittal log. Each shop drawing shall have a cover sheet and reference the submittal log number, following the sample format provided in the contact documents.

The Contractor is responsible for maintaining a Submittal Activity Record (Logbook) on this project. The Contractor shall submit all shop drawings to the County Project Manager for processing. The County Project Manager will forward the shop drawings to the Engineer of Record for processing. The EOR will complete the review and return the shop drawing to the County Project Manager who will submit back to the Contractor.

The logbook shall be updated each day that any Shop Drawing submittal activity occurs.

The following minimum data shall be entered in the logbook for each submittal:

County Project Number
Submittal Number
Description of Submittal
Number of Sheets in the Submittal

Number of Pages of Calculations, in Reports, in Manuals, etc.
Date Transmitted by Contractor to the County Project Manager
Date Transmitted by the County Project Manager to the EOR
Date County Project Manager receives Shop Drawing back from EOR
Date Roadway EOR Sends Shop Drawing Back to Contractor
Disposition as either "A" (Approved), "AN" (Approved as Noted), "R" (Resubmit) or "NA" (Not Approved).

The Logbook is a historical record of the activity devoted to an individual submittal as well as that for the project as a whole. It can serve as a verification of review time, to respond to inquiries of a particular submittal's status and as a record of manpower effort to aid in estimating and allocating future workload.

MAINTENANCE OF TRAFFIC AND CONSTRUCTION PHASING

The Contractor shall prepare and submit a Maintenance of Traffic plan and submit it to the County Representative for review prior to implementation. The Maintenance of Traffic Plan will require the seal of a Florida licensed Professional Engineer with a current FDOT Advance Work Zone certification if any change is made to the FDOT Index 600 Series. The primary goals for the Maintenance of Traffic Plan are as follows:

1. Provide phasing of construction to accommodate the schedule of the FPL in their relocation of their transmission lines. This includes providing access to the project site for FPL to access the relocation of their transmission lines. Also, this is in addition to normal service pole relocations along the utility corridor of the project.
2. Provide phasing of construction to accommodate the schedule of the CSX railroad crossing work to be performed by CSX. This includes the portion of the roadway and drainage construction necessary to provide access to the location of the RR crossing.
3. No roadway closure shall be allowed unless coordinated with Manatee County Traffic Representative in advance.
4. Comply with the FDOT Permit for the Fiber Optic Interconnect Cable plan.
5. Comply with all FDOT safety criteria, FDOT Design Standards 600 Series Indexes, FHWA and MUTCD standards, and allow for traffic to operate in daytime or nighttime.
6. No lane closures will be allowed between the hours of 6 AM to 7 PM
7. Business Entrance signs per FDOT Index 17355 (FTP-59) shall be placed at all business entrance points and maintained during all phases of construction.

Payment for all items related to maintenance of traffic shall be included under the pay item for Maintenance of Traffic, LS. This shall include, but not be limited to, preparation of the signed and sealed maintenance of traffic plan for all segments of roadway construction, all maintenance of traffic signs including business signs and advance warning signs for side streets, all barricades and drums, temporary concrete barrier wall, all warning lights, temporary pavement if required, removal of existing pavement markings, temporary pavement markings, temporary RPM's, portable changeable message signs, advance warning arrow panels, shoulder treatment for drop off conditions, off duty police officer, temporary asphalt aprons around utility and storm manholes and valve boxes located within the pavement area, and any other items required to comply with safety and design standards.

Goals for construction phasing are as follows:

1. Maintain positive drainage throughout the project during construction.
2. Maintain access to all properties.

SIDEWALKS TO REMAIN OPEN

Existing sidewalks and proposed sidewalks completed during construction shall remain open at all times unless approved otherwise by the County Representative. Payment for these items shall be included under the pay item for Maintenance of Traffic.

EXISTING SIDEWALK

If the Contractor, in the process of performing his contract operations, breaks any of the existing sidewalk that is to remain in place, replacement of this sidewalk will be at the Contractor's expense.

PEDESTRIAN ACCESS

The Contractor shall provide access and make provisions to maintain school zones during construction. The Contractor is to facilitate pedestrian traffic whether for school or public transportation. Any pedestrian detours needed shall comply with FDOT Design Standards Index 660.

RAILROAD CROSSING

Operations within railroad right-of way shall follow FDOT Standard Specifications for Road and Bridge Construction Dated 2010, or latest revision, section 7-11.5. The Jack & Bore and steel casing shall follow FDOT Standard Specifications for Road and Bridge Construction Dated 2010, or latest revision, section 556.

The Contractor shall contact CSX Road contractor representative before any construction activity occurs within Rail Road right of way. The Contractor shall notify FDOT District Rail Administrator, Arlene G. Barnes, via (863)519-2349 or Arlene.Barnes@dot.state.fl.us, 48 hours prior to any work concerning installation of new crossing.

Acceptance by the Contractor

The Contractor and the Contractor's Subcontractors shall be required to sign the "Contractor's Acceptance" form, Schedule I, included in the Agreements, prior to commencing work performed in accordance with the Agreements. By signing the "Contractor's Acceptance", the Contractor agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to the following sections of the Agreement:

Section 3 – Special Provisions

Section 9 – Insurance

Section 11 – Indemnification

Exhibit C – CSXT Special Provisions

Exhibit F – Insurance Requirements

Payment for these items shall be included under the pay item for Mobilization

DUST CONTROL

The Contractor shall control dust resulting from construction operations at all times. The locations and frequencies of applications shall be as directed by the County Representative. Dust control is required to be in accordance with the FDOT *Standard Specifications* Section 102-5. Payment for Dust Control shall be made under Mobilization unless separate pay item for Dust Control is specified.

UNDERGROUND UTILITY LOCATIONS

The Contractor shall field verify by means of subsurface locating or other approved method all existing utilities to remain and conditions as may be required for the work area. This shall include all areas of potential conflicts with proposed storm, sanitary, force main and water main. The Contractor shall locate all existing utilities to remain at potential conflict locations prior to construction activities and before performing any directional bore or trenching activities. The Contractor shall contact and coordinate with Sunshine State One Call 811 as well the individual utilities prior to and during construction for utility locations, relocation and assistance while installing in potential conflict areas. All utility coordination and relocations shall be factored into the Contractor's construction schedule at no additional cost to the County.

The cost of all labor, materials and incidentals required for the performance of any survey and utility location work shall be included under the pay item for Mobilization. A Florida registered land surveyor shall perform all required survey work.

UTILITY CONFLICTS

It shall be the Contractor's responsibility to avoid conflicts with other utilities. The County will not be responsible for additional costs incurred by the Contractor for incorrect installations, relocations and breaks due to service conflicts.

UTILITY COORDINATION

The Contractor shall be responsible for coordination of the work with all affected utility owners. The Contractor must take into consideration the required utility adjustments and relocations in development of his schedule for completing the work including construction of temporary work to allow phased construction of the permanent facilities.

The Contractor shall coordinate and schedule utility relocations and/or adjustments with the utility owners along the project in order to avoid delays. The work includes remobilization if required after utility relocation is complete. The intent is to coordinate utility construction activities so the project construction continues and is not stopped or delayed at any time due to utility work being done. Once Notice to Proceed is issued, the Contractor shall contact the affected utilities to discuss the Contractor's anticipated means and methods so temporary and permanent relocation plans can be implemented as needed to meet OSHA safety requirements.

The Contractor shall hold a utility owners meeting every two weeks / or alternate time schedule agreed to by the Owner at 1022 26th Avenue East. The meeting shall review current and upcoming activities for the project. Written meeting minutes will be prepared by the Contractor and distributed to the meeting participants within 3 calendar days of the meeting.

During the design phase of this project the Engineer performed research to obtain the best information available for the existing utilities located within the project limits. The information found from this research has been illustrated on the project plans. The following information is offered to assist the Contractor in understanding the extent of the utility investigations and coordination.

1. Atlas maps for County owned water and sewer utilities were obtained from the County. The existing water and sewer information from the atlas maps were transferred to the plans.
2. No topographic survey was performed for the project and used to prepare the mapping for the project plans.
3. No Subsurface utility engineering survey was performed.
4. Utility coordination was provided during the design process with all known utility owners. This included submitting plans to the utility owners at the, 75% and 100% design development phases. Marked plans were received from utility owners showing the their existing or proposed utilities. This information has been transferred to the Plans.

DAILY CLEAN-UP REQUIREMENTS

The Contractor shall clean up the job site at the end of each workday. Clean up will include the elimination of rubble and waste material on public and private property. Driveways shall remain accessible by residents.

PROJECT SCHEDULE

The Contractor shall submit a preliminary construction schedule with the bid. The preliminary schedule shall show major work items and any phases the Contractor proposes. The schedule will show duration of work items and phases.

The Contractor shall submit a detailed Critical Path Method (CPM) construction schedule within 15 days of the notification of award or its intent for the County to review. The submittal shall meet the following requirements:

- Schedule will be submitted on 11-inch by 17-inch paper.
- The time scale (horizontal) shall be in weeks. The activities shall be listed on the left hand side (vertical).
- Activities shall show most Work activities. The listing from top to bottom shall be in a logical sequence of how the Work will be accomplished. Space shall be provided between activities or within bars to allow for marking of actual progress.

A copy of the CPM schedule, clearly showing progress made, shall be submitted on a monthly basis during the progress of the work at the monthly meeting. Review or acceptance will neither impose on the County responsibility for the progress or scheduling of the Work, nor relieve the Contractor from full responsibility therefore.

The Contractor shall provide a revised CPM schedule if, at any time, the County considers the completion date to be in jeopardy because of “activities behind schedule”. An activity that cannot be completed by its original or latest completion date shall be deemed to be behind schedule. The revised CPM schedule is designed to show how the Contractor intends to accomplish the Work to meet the contractual completion date. The form and method employed by the Contractor shall be the same as for the original CPM schedule. The cost to prepare and revise the schedule is considered incidental to the Work.

RECORD DRAWINGS AND PROJECT CERTIFICATION

The County Representative will furnish the Contractor copies of the bid plans to be used for the record drawings.

The Contractor shall keep a complete set ‘As-built’ records. These records shall show all items of Work. The records shall be kept in a professional manner, in a form that shall be approved by the County prior to the Work. These records shall be available at all times during construction for reference by the County Representative and shall be delivered to the County Representative upon completion of the Work. All completed “As-Built” must be certified by a Florida Licensed Surveyor or Engineer per chapter 61 G 17-6, Florida Administrative Code, pursuant to Sec. 47207, Florida Statutes.

The following information is required on the “Record Drawings”:

The “Record Drawings” shall, at a minimum, include the following:

- A. Field changes of dimensions and details.
- B. Details not on original contract drawings.

Following completion of construction and prior to final payment, the Contractor shall submit a Certification by the Contractor and Manufacturer including any necessary test data that the materials (filter fabric, filter media, etc.) installed meet plan specifications and regulatory requirements.

Upon completion of the work, four (4) sets of draft “Record Drawings” shall be submitted to the County Representative for review. Such drawings shall accurately show all approved field changes to the original Construction Drawings, including actual locations and dimensions, and shall be subjected to a field review in the presence of the County Representative. The drawings are to be prepared in AutoCAD by competent personnel.

The Contractor shall incorporate any comments from the County Representative and shall submit two write-only CD-ROMs (showing changes in AutoCAD format) one set of 11-inch by 17-inch record drawings.

All Digital Drawings shall be identical to those submitted as hard copy. The Digital Drawing files shall be AutoCAD format (Release 2010 or later) and shall include all external reference drawings, text fonts, shape files and all other files necessary to make use of the drawings.

In addition, \$150,000 or five percent (whichever is smaller) of the Contract price shall be retained until the County Representative has approved the "Record Drawings". The County Representative will review and approve the "Record Drawings within 30 days unless additional information is required. No final payment shall be made until such time as the "Record Drawings" have been approved and accepted by the County Representative. Payment for Record Drawings shall be included as part of the lump sum price for Mobilization.

EXISTING TREES

All existing trees located within Right-of-way and Easement limits shall remain. Extra attention shall be given for oak trees that are to remain when the trenching is close to the trees and cutting of the roots is unavoidable. Any roots over 1-inch diameter shall have clean cut. The Certified Arborist shall be present during any root pruning process. The payment for tree removal shall be included under the Mobilization pay item.

OTHER PERMITS

The Contractor shall comply and adhere to conditions stipulated in other project related permits. It is the Contractor's responsibility to request or obtain a listing of available required permits for this project.

WORKSITE TRAFFIC SUPERVISOR

- a. The Contractor shall have a Worksite Traffic Supervisor who will be responsible for initiating, installing and maintaining all traffic control devices as described in Section 102 of the *FDOT Standard Specifications for Road and Bridge Construction* and in the Plans. The Worksite Traffic Supervisor shall have at least one year of experience directly related to work site traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program or an equal approved by FDOT. Approved alternate Worksite Traffic Supervisors may be used when necessary.
- b. The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall review the project on a day-to-day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure that routine deficiencies are corrected within a 24-hour period.
- c. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency situation, prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.
- d. Failure of the Worksite Traffic Supervisor to comply with the provisions of the Sub-article may be grounds for decertification or removal from the project or both. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in

temporary suspension of all activities except traffic and erosion control and such other activities deemed to be necessary for project maintenance.

- e. Payment for Worksite Traffic Supervisor shall be included under the pay item for Maintenance of Traffic.

COMPLIANCE WITH THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) STORMWATER MANAGEMENT AND DISCHARGE PERMIT REQUIREMENTS AND/OR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) DREDGE AND FILL PERMIT REQUIREMENTS

Southwest Florida Water Management District Stormwater Management and Discharge permits or exemptions, if any, and/or a Department of Environmental Protection Dredge and Fill permit, if any, required for this project have been obtained by the County Representative. The Contractor shall comply with the stipulations of the Permits or Exemptions as stated herein.

The Contractor shall allow periodic inspection of the work by authorized representatives of the Department of Environmental Protection, the Southwest Florida Water Management District, as well as other duly authorized law enforcement officers of the State.

The County Representative will furnish the Contractor A copy of the Permit Document, which shall be posted in a conspicuous location at the work site during the entire period of the work. The permit document shall be readily available at the project site to any duly authorized representative of DEP, SWFWMD or other duly empowered law enforcement agency who may wish to enter the work area for ascertaining compliance with the terms of this permit.

The Contractor shall not remove and/or emplace more material or exceed the limits of construction authorized by the Permit. Any unauthorized deviation from the approved drawings, Specifications and conditions of the permit shall constitute grounds for permit revocation and enforcement action by DEP and/or SWFWMD. Any conflicts between the Permit and construction plans or Specifications shall be pointed out to the County Representative in writing.

The Contractor shall exercise extreme care during construction activities to avoid damaging or adversely affecting the personal or property rights of others.

The Contractor shall assume and accept all responsibility and liability for and agrees to save DEP, SWFWMD and all their employees harmless from all claims of damage arising out of operations conducted pursuant to the permit.

The Contractor shall not violate the Water Quality Standards as specified in Chapter 62-302, 62-4 and 62-25 Florida Administrative Codes, including but not limited to:

62-302.500 Minimum Conditions of All Waters, Times and Places

The Contractor shall not allow the turbidity to exceed 29 Nephelometric Turbidity Units (NTU's) as related to standard candle turbidimeter above background or exceed turbidity limits as dictated by the Department of Environmental Protection (DEP). The Contractor is required to have a

functional turbidity meter on the job site at all times along with personnel to operate this meter. Turbidity samples will be taken as directed by the County Representative or his representative.

When a turbidity violation is noted, the Contractor shall be required to implement sampling after corrective actions have been taken. The samples shall be taken in the same manner as routine monitoring is done. If samples indicate that the water quality standard for turbidity is still being violated, sampling shall continue at two-hour intervals until the samples indicate no violation is present. In no case shall operations resume until a set of samples has been taken which indicates that the water quality standard for turbidity is no longer being violated.

All turbidity monitoring data shall be submitted as soon as possible after collection. The County Representative will allow a maximum of a one-week period for submittal of data which indicates no violations of the standard.

Monitoring data shall normally be submitted within one week of analysis with documents containing the following information as a minimum: (1) permit number; (2) dates of sampling and analysis; (3) a statement describing the methods used in collection, handling, storage and analysis of the samples; (4) a map indicating the sampling locations and (5) a statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection and accuracy of the data.

Monitoring reports shall include, but not be limited to, the following information for each sample that is taken:

- (1) time of day samples taken;
- (2) depth of water body;
- (3) depths of samples;
- (4) antecedent weather conditions;
- (5) tidal stage and direction of flow; and
- (6) wind direction and velocity.

If monitoring reveals apparent violations of the state water quality standard for turbidity, dredging activities shall cease immediately and not resume until corrective measures have been taken, turbidity has returned to acceptable levels, and a compliance inspection by DEP Department personnel has been conducted.

The Contractor shall not disturb any wetland species until after all desirable species have been relocated by others as directed by the County Representative.

The Contractor shall be required to use silt barriers upstream and downstream of the project. Construction of silt barriers shall be in accordance with plans and Specifications.

The Contractor shall use a qualified testing lab to perform the required monitoring as stipulated in the permit conditions. The Contractor shall be required to cooperate with the testing lab performing the monitoring and shall provide adequate space for storage of any testing equipment, which may be needed at the job site.

If the above-mentioned monitoring reveals apparent violations of the State Water Quality Standards for turbidity, construction activities shall cease immediately as directed by the County Representative.

The Contractor shall perform all work in strict accordance with the permit, plans and Specifications. Any violation of or failure by the Contractor to comply with this permit will subject the Contractor to liability for damages caused to the waters or property, including animal, plant and aquatic life of the State, restoration of the waters and property to their former condition, and civil penalties in the amount of ten thousand dollars (\$10,000) for each day for which the violation occurs.

Copies of the DEP License or Exemption and/or a Dredge and Fill permit issued to the County Representative are available to the Contractor upon request by contacting the County Representative.

ATTACHMENT _____
LIST OF PERMIT DOCUMENTS
IFB _____

Note: Attached Permits shall be provided to the successful bidder

| Document Number | Permit Name | Notes |
|------------------------|---------------------------------------|-----------------|
| 1 | JPA #432208 1 38/58 01 Contract AQN32 | Dated 5/23/1012 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

ATTACHMENT _____
LIST OF GEOTECHNICAL DOCUMENTS
IFB _____

1. None

Date: ___/___/___

Submittal No. _____

SHOP DRAWING SUBMITTAL COVER SHEET

(IFB) # [Insert IFB Number]

Project Name: [Insert Full Project Name]

Project File No.: [Insert Project Number]

Specification Title Number: [Insert Section No.] _____ Specification No.: Part [Insert Part No.], [Insert Item No.] _____ Page(s): [Insert Page No.]

Submittal Description: [Insert Title, Description of Submittal and Use]

[Manatee County Shop Drawing Review Stamp goes here. Please leave blank.]

Your Company Logo and/or information

[Contractor's Name]

[Contractor's Title]

[Company Name]

[Company Address]

[Office Number]

[Fax Number]

[email address]

[Approval Signature: _____]

[Approval Date: ___/___/___]

EXAMPLE

Date: 10/26/2011

Submittal

No.

7

Shop Drawing Submittal Cover Sheet

(IFB) # XX-XXXX-XX

Project Name: Project Name Goes Here – Group or Phase 3

Specification Title Number: 2620

Specification No.: Part 2, 2.01.A

Page(s): 141

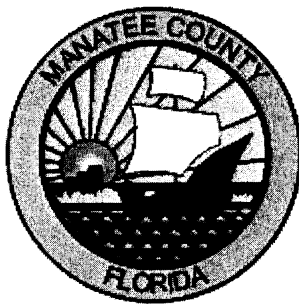
Submittal Description: National Pipe & Plastics Polyethylene PE 3608 DIPS Potable Water Pipe HDPE

| SHOP DRAWING REVIEW | |
|--|--|
| RESPONSE NOT REQUIRED | RESPONSE REQUIRED |
| <input type="checkbox"/> NO EXCEPTIONS TAKEN | <input type="checkbox"/> NOTE MARKINGS, CONFIRM |
| <input type="checkbox"/> NOTE MARKINGS | <input type="checkbox"/> NOTE MARKINGS, RESUBMIT |
| | <input type="checkbox"/> REJECTED, RESUBMIT |

Engineer's review is for general conformance with the design concept and contract documents. Markings or comments shall not be construed as relieving the Contractor from compliance with the project drawings and specifications, nor departure therefrom. The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, and for performing his work in a safe manner.

MANATEE COUNTY PUBLIC WORKS DEPARTMENT

By: _____ Date: _____



Brent Morris, PE
 Project Manager
 Manatee County
 1022 26th Ave E.
 (941) 708-7450
 (941) 708-7431
 Brent.morris@mymanatee.com
 Approval Signature: _____
 Approved: 3/31/2014

ERROR: undefined
OFFENDING COMMAND:

STACK:



Florida Department of Transportation

RICK SCOTT
GOVERNOR

10041 Daniels Parkway
Fort Myers, Florida 33913

ANANTH PRASAD, P.E.
SECRETARY

May 25, 2012

Mr. Sage Kamiya, P.E., PTOE
Traffic Engineering Division Manager
Manatee County Public Works
1022 26th Avenue East
Bradenton, Florida 34208

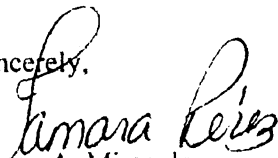
RE: Executed Joint Participation Agreement
Financial Project No.: 432208 1 38/58 01
Description: Design and installation of a redundant fiber connection for
Manatee/Sarasota County Regional ATMS

Dear Mr. Kamiya:

Enclosed for your files is one (1) copy of the executed JPA for the above referenced project.

Should you have any questions, please feel free to contact me at (239) 461-4300.

Sincerely,


for Karen A. Miracola
District LFA/JPA Coordinator

KAM/tp

Cc: Carmen Shuler-Mosley, Manatee County Sr. Fiscal Analyst
Rick J. Arico, P.E., FDOT Project Manager

| | | |
|---|--|--|
| Financial Management No.: 432208 1 38/58 01 Agency: Manatee County Contract No: <u>AGN32</u> | Fund: DS Function: 215 Contract Amount: \$ 86,310.00 | FLAIR Approp: 088849 FLAIR Obj.: 132714 Org. Code: 55014060162 . Vendor No.: F59-6000-727-011 |
|---|--|--|

JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
MANATEE COUNTY

This Agreement, made and entered into this 23 day of May, 2012, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and **MANATEE COUNTY**, political subdivision of the State of Florida, existing under the Laws of Florida, (hereinafter referred to as the LOCAL GOVERNMENT),

WITNESSETH:

WHEREAS, the Parties have been granted specific Legislative Authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT by Resolution No. R-12-101, dated the 8th day of May 2012, a copy of which is attached hereto and made a part hereof, has authorized its officers to execute this Agreement on its behalf.

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as the "Design and installation of a redundant fiber connection for Manatee/Sarasota County Regional ATMS; replace and repair trace wire and install power service at hub," in Fiscal Year 11/12, said Project being known as FM #432208 1 38/58 01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is on the State Highway System, is not revenue producing and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project.

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. TERM

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project by 11/30/13, in accordance with the schedule described and contained in Exhibit "C" attached hereto. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion, as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. After the Project is complete, the term of this Agreement shall continue in effect and be binding on the parties in perpetuity for maintenance responsibilities of the LOCAL GOVERNMENT.

2. SERVICES AND PERFORMANCES

A. The LOCAL GOVERNMENT shall furnish the services to construct the Project. The Project consist of: design and installation of a redundant fiber connection for Manatee/Sarasota County Regional ATMS; replace and repair trace wire and install power service at hub, and otherwise, the LOCAL GOVERNMENT shall perform all other necessary work to complete the Project, as specified in Exhibit "A", Scope of Services attached hereto and by this reference made a part hereof. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

B. The LOCAL GOVERNMENT shall provide quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables are described and contained in Exhibit "A" attached hereto.

C. The parties hereto acknowledge and agree that the design plans for this Project are not yet complete and are subject to review by the DEPARTMENT. Upon final approval by the DEPARTMENT, this Agreement shall be amended to include said plans in the agreement. The parties further agree that the plans will be incorporated into the terms of this Agreement by reference and that the LOCAL GOVERNMENT hereby approves and delegates to _____ the authority to enter into an amendment of this

agreement to accomplish said task. No further Board or Council action shall be required to amend this agreement for the sole purpose of incorporating the plans.

D. The LOCAL GOVERNMENT agrees to undertake the construction of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including DEPARTMENT standards and specifications.

E. E-VERIFY

Vendor/Contractor

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

F. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for drive-way connection, right of way utilization, storm-water discharge and utilities, and this Agreement is deemed to constitute such permits.

G. The LOCAL GOVERNMENT shall be responsible for obtaining clearances/permits required for the construction of the Project from the appropriate permitting authorities.

H. The LOCAL GOVERNMENT understands that they are responsible, at their expense, for the preparation of all design plans for the Project suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. The LOCAL GOVERNMENT acknowledges that the cost of design is the responsibility of the LOCAL GOVERNMENT. Six (6) copies of the design plans shall be provided to the DEPARTMENT'S Project Manager, at the address listed on Page 15. The DEPARTMENT shall review the plans for conformance to the DEPARTMENT'S requirements and feasibility within forty-five (45) days of delivery by the LOCAL GOVERNMENT. The DEPARTMENT'S review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans; however, all changes requested by the DEPARTMENT shall be made by the Engineer of Record/LOCAL GOVERNMENT with the understanding that final

decision rests with the DEPARTMENT. All corrected plans shall be provided to the DEPARTMENT in a timely manner. The LOCAL GOVERNMENT shall provide a copy of the Final Bid documents to the DEPARTMENT. After approval of the plans and prior to commencing the work described herein, the LOCAL GOVERNMENT shall request a Notice to Proceed from the DEPARTMENT'S Construction Project Manager, Rick Arico, at (239) 461-4305 or from an appointed designee. Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.

I. The LOCAL GOVERNMENT shall hire a DEPARTMENT prequalified contractor using the LOCAL GOVERNMENT'S normal bid procedures to perform the construction work for the Project.

J. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18(1), Florida Statutes.

K. The LOCAL GOVERNMENT shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable DEPARTMENT standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "D".

L. Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the LOCAL GOVERNMENT and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party. Coordination shall be maintained by the LOCAL GOVERNMENT with representatives of the DEPARTMENT.

M. Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the completion; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

3. COMPENSATION AND REIMBURSEMENT

A. Project Cost: The total estimated cost of the Project is \$86,310.00 (EIGHTY-SIX THOUSAND THREE HUNDRED AND TEN DOLLARS). This amount is based on the Schedule of Funding, Exhibit "B" attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount not to exceed **\$86,310.00 (EIGHTY-SIX THOUSAND THREE HUNDRED AND TEN DOLLARS)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT's participation. Travel costs will not be reimbursed.

i) The LOCAL GOVERNMENT shall submit invoices plus supporting documentation required by the DEPARTMENT for approval and processing. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), F.S.

ii) Invoices must be based on quantifiable, measurable and verifiable units of deliverables as specified in Paragraph 2.A. and in Exhibit "A", Scope of Services. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT and must also establish that the required minimum level of service to be performed as specified in Paragraph 2.B. was met, and that the criteria for evaluating successful completion as specified in Paragraph 2.M. was met.

iii) Reimbursement for fees or other compensation for services or expenses incurred shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable deliverables as established in Paragraph 2. A. and Exhibit "A", Scope of Services and said request for reimbursement/invoice must be completed and accepted in writing by the Department's Project Manager or designee prior to reimbursement.

iv) The LOCAL GOVERNMENT may receive progress payments for deliverables based on the contractor's Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by

detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

v) All costs charged to the Project by the LOCAL GOVERNMENT shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

D. The DEPARTMENT shall have the right to retain out of any payment due the LOCAL GOVERNMENT under this Agreement, an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the LOCAL GOVERNMENT on any other Agreement between the LOCAL GOVERNMENT and the DEPARTMENT.

E. The LOCAL GOVERNMENT which is providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice, the DEPARTMENT has twenty (20) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Participants who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

F. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement, and for five (5) years after final payment is made. Copies of these documents and

records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

G. In the event this Agreement is in excess of \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one year, the provisions of Section 339.135(6) (a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

H. The DEPARTMENT'S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

I. Audits: The administration of resources awarded by the Department to the LOCAL GOVERNMENT may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the LOCAL GOVERNMENT agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the recipient is appropriate, the LOCAL GOVERNMENT agrees to comply with any additional instructions provided by the DEPARTMENT staff to the LOCAL GOVERNMENT regarding such audit. The LOCAL GOVERNMENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT'S Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the LOCAL GOVERNMENT expends \$500,000 or more in Federal awards in its fiscal year, the LOCAL GOVERNMENT must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. If applicable, Exhibit "F" to this Agreement indicates Federal resources awarded through the DEPARTMENT by this Agreement. In determining the Federal awards expended in its fiscal year, the LOCAL GOVERNMENT shall consider all sources of Federal awards, including Federal resources received from the DEPARTMENT. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the LOCAL GOVERNMENT conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the LOCAL GOVERNMENT shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the LOCAL GOVERNMENT expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the LOCAL GOVERNMENT elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from LOCAL GOVERNMENT resources obtained from other than Federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the LOCAL GOVERNMENT expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the LOCAL GOVERNMENT must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. If applicable, Exhibit "F" to this Agreement indicates state financial assistance awarded through the DEPARTMENT by this Agreement. In determining the state financial assistance expended in its fiscal year, the LOCAL GOVERNMENT shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the LOCAL GOVERNMENT shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the LOCAL GOVERNMENT expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the LOCAL GOVERNMENT elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the LOCAL GOVERNMENT resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The LOCAL GOVERNMENT shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to Project records and audit work papers shall be given to the DEPARTMENT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the following:

A. The DEPARTMENT at the following address:

Florida Department of Transportation
Attn: Karen A. Miracola, District JPA/LFA Coordinator
10041 Daniels Parkway
Fort Myers, Florida 33913

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d) (1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the DEPARTMENT for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

Florida Department of Transportation
Attn: Karen A. Miracola, District JPA/LFA Coordinator
10041 Daniels Parkway
Fort Myers, Florida 33913

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (e), OMB

Circular A-133, as revised, and any management letters issued by the auditor, to the DEPARTMENT at the following address:

Florida Department of Transportation
Attn: Karen A. Miracola, District JPA/LFA Coordinator
10041 Daniels Parkway
Fort Myers, Florida 33913

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the LOCAL GOVERNMENT directly to each of the following:

A. The DEPARTMENT at the following address:

Florida Department of Transportation
Attn: Karen A. Miracola, District JPA/LFA Coordinator
10041 Daniels Parkway
Fort Myers, Florida 33913

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this Agreement shall be submitted by or on behalf of the LOCAL GOVERNMENT directly to:

A. The DEPARTMENT at the following address:

Florida Department of Transportation
Attn: Karen A. Miracola, District JPA/LFA Coordinator
10041 Daniels Parkway
Fort Myers, Florida 33913

5. Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The LOCAL GOVERNMENT shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such records upon request. The LOCAL GOVERNMENT shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

4. COMPLIANCE WITH LAWS

A. The LOCAL GOVERNMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

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

5. TERMINATION AND DEFAULT

A. This Agreement may be cancelled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This contract may be cancelled by the LOCAL GOVERNMENT upon sixty (60) days written notice to the DEPARTMENT.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

6. MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the LOCAL GOVERNMENT.

C. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. All tracings, plans specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and the LOCAL GOVERNMENT and shall at all times be and remain the property of the DEPARTMENT and the LOCAL GOVERNMENT without restriction or limitation on their use.

F. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT. The DEPARTMENT may, at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interest of the public.

H. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

I. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

Florida Department Of Transportation

Rick J. Arico, P.E.
Project Manager
10041 Daniels Parkway
Fort Myers, FL 33913

Manatee County

Sage Kamiya, P.E., PTOE
Traffic Engineering Division Manager
1022 26th Avenue East
Bradenton, Florida 34208

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this 8 day of May, 2012, and the DEPARTMENT has executed this Agreement this 23 day of May, 2012.

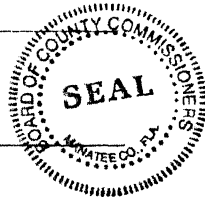
**CHAIRMAN OR DESIGNEE
BOARD OF COUNTY COMMISSIONERS**

By: J.R. Chappie
Name: John R. Chappie
Title: Chairman
Date: May 8, 2012

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: Chris Smith
Name: Chris Smith
Title: Director of Transportation Development
Date: 5/23/12

As approved by the Board on:
5/8/12



ATTEST: RBS Hood Clerk to
BOARD OF COUNTY COMMISSIONERS,
MANATEE COUNTY, FLORIDA
BY: J. Susan Blom

Attest:
Seraldene McEnts
Executive Secretary

Legal Review

Legal Review:

Anthony J. Davis

Financial Provisions Approval by
The Office of the Comptroller on:

4/16/2012

Authorization Received from the Office of
the Comptroller as to Availability of Funds:

5/16/12

EXHIBIT "A"

SCOPE OF SERVICES

Financial Management Number: 432208-1-38/58-01

REDUNDANT FIBER OPTIC CONNECTION MANATEE/SARASOTA COUNTY REGIONAL ATMS

The purpose of this Exhibit is to describe the scope of work and the responsibilities of Manatee County in connection with the design and construction of the continuation of fiber optic communication to provide a needed redundant connection between Manatee and Sarasota County for continuity of operation for the regional Traffic Management Center. The project is located on US 41 from General Spaatz Boulevard (17020000, m.p. 22.204) to Braden Avenue (13010000, m.p. 0.560), approximately one mile. The general objective is for the County to provide contract administration, management services, construction engineering inspection services and quality acceptance reviews of all work associated with the design and construction of the associated improvements. The services performed shall be in accordance with all applicable Florida Department of Transportation manuals, guidelines and specifications.

Deliverables included in the Scope of Services are as follows:

1. Furnish and install approximately 3,564 feet of underground conduit; including approximately 1,188 feet of directional bore.
2. Furnish and install approximately 5280 feet of fiber optic cable (49 to 96 fibers).
3. Furnish and install three pull boxes for fiber optic cable.
4. Furnish and install two fiber optic cable connection splice enclosures.
5. Furnish and install 24 fiber optic connection splices.
6. Furnish and install electrical power service at the Hub cabinet.
7. If applicable, signing and pavement markings to meet the latest MUTCD standards.
8. Provide adequate temporary and permanent erosion control
9. Maintain traffic on US 41 during construction.
10. Provide ITS Plans Package. This includes the design and analysis needed to prepare a complete set of ITS Plans with applicable component plans, Traffic Control Plans, Environmental Permits and other necessary documents.

11. Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. Where unavoidable, disposition of the utility conflicts should be coordinated.
12. A Professional Engineer, registered in the State of Florida, in responsible charge of the project's design shall professionally endorse (sign, seal and certify) the construction plans, the special provisions and all reference and support documents.
13. Identifying and obtaining any geotechnical investigation, analysis, and design dictated by the project needs. All geotechnical work necessary shall be performed in accordance with the governing regulations.
14. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees.
15. Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.
16. Provide Construction Engineering and Inspection (CEI) and Quality Assurance Engineering to document construction as per specifications.
17. Provide, upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida.

Exhibit "B"

ESTIMATED SCHEDULE OF FUNDING

Financial Management Number: 432208 1 38/58 01

By and through this Joint Participation Agreement with the LOCAL GOVERNMENT, the DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT up to, but not to exceed **\$86,310.00 (Eighty Six Thousand Three Hundred Ten Dollars)** for actual costs incurred on this Project, excluding LOCAL GOVERNMENT overhead.

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EXHIBIT "C"

ESTIMATED PROJECT PRODUCTION SCHEDULE

Financial Management Number: 432208 1 38/58 01

- Final Design to be submitted by _____
- Bidding and Construction Contracts to begin by _____
- Actual Construction to run from _____, and be completed by 11/30/13

Remainder of page intentionally left blank

EXHIBIT "D"

TERMS & CONDITIONS OF CONSTRUCTION

1. The LOCAL GOVERNMENT is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT'S Right-of-way to perform all activities necessary for the construction of the Project (as described more fully in Exhibit "A"). The Project shall be constructed in accordance with construction plans and specifications to be approved by the DEPARTMENT and consistent with the requirements of the DEPARTMENT. The plans shall include an appropriate plan for maintenance of traffic. Should any significant (as defined by §4-3 of Standard Specifications for Road and Bridge Construction, 2010, and as amended from time to time) changes to the plans be required during construction of the Project, the LOCAL GOVERNMENT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The DEPARTMENT reserves the right to adjust the plans to meet the requirements of permits. The LOCAL GOVERNMENT shall be responsible to maintain the area of the Project at all times during construction of the Project. All payment and performance bonds shall name the DEPARTMENT as an additional obligee. All warranties on any product or material used in construction of said Project shall be in favor of the DEPARTMENT. The LOCAL GOVERNMENT shall assure that the Engineer of Record performs all necessary post-design services that may be required.

2. The LOCAL GOVERNMENT shall have the affirmative responsibility to locate all existing utilities, both aerial and underground and that all utility locations shall be represented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The LOCAL GOVERNMENT shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of the DEPARTMENT and the LOCAL GOVERNMENT shall assure that utility work schedules are obtained for the Project.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The LOCAL GOVERNMENT is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the DEPARTMENT; however, in such event, the LOCAL GOVERNMENT will comply with all terms and conditions of such permit in construction of the subject facilities.

4. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.

5. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use DEPARTMENT and/or LOCAL GOVERNMENT right-of-way nor the placing of facilities upon DEPARTMENT and/or

LOCAL GOVERNMENT land shall operate to create or vest any property right in the LOCAL GOVERNMENT except as otherwise provided in separate agreements.

6. The DEPARTMENT shall appoint and authorize a single individual to serve as the DEPARTMENT'S representative to coordinate and manage the DEPARTMENT review of LOCAL GOVERNMENT activities pursuant to this Agreement. The LOCAL GOVERNMENT shall provide a current construction schedule to the DEPARTMENT'S representative and shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

7. The LOCAL GOVERNMENT shall hire a DEPARTMENT prequalified contractor using the LOCAL GOVERNMENT'S normal bid procedures to perform the construction work for the Project.

8. The LOCAL GOVERNMENT shall hire a DEPARTMENT qualified CEI firm to perform Verification Testing in accord with the 2010 Standard Specifications for Road and Bridge Construction, and as amended from time to time. The DEPARTMENT shall have the right, but not the obligation, to perform independent testing from time to time during the course of construction of the Project. The CEI firm shall not be the same firm as the Engineer of Record.

9. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18, Florida Statutes.

10. The LOCAL GOVERNMENT shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by the DEPARTMENT. Provided, however, in the event of an emergency, the LOCAL GOVERNMENT shall immediately make any necessary changes and notify the DEPARTMENT and the Engineer of Record after the modifications.

11. The DEPARTMENT may request and shall be granted a conference with the LOCAL GOVERNMENT and at the LOCAL GOVERNMENT'S option, the LOCAL GOVERNMENT'S CEI firm, to discuss any part of the Project activities that the DEPARTMENT determines to be inconsistent with the approved design plans and specifications. The LOCAL GOVERNMENT will monitor the corrective action and provide the DEPARTMENT status reports at such intervals as are reasonable, based on the corrective action undertaken, and the DEPARTMENT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, issue an immediate stop work order.

12. The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the Project so that the safe and efficient movement of the traveling public is maintained. The LOCAL GOVERNMENT is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the Project area in accordance with the latest and current version of the

Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S 2010 Standard Specifications for Road and Bridge construction and the DEPARTMENT'S 2010 Roadway and Traffic Design Standards, and as those sources may be amended from time to time. The LOCAL GOVERNMENT may assign the responsibility of this paragraph to the Contractor or its' CEI for the construction of the Project.

13. Prior to the Project bidding, the LOCAL GOVERNMENT shall provide a project schedule that includes, at a minimum, the date the Project will be advertised for bid, the bid opening date, the award date and the date of the preconstruction conference.

14. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the DEPARTMENT'S right, title and interest in the land to be entered upon and used by the LOCAL GOVERNMENT. Any additional right or privilege required to undertake and to complete construction of the Project shall be secured by the LOCAL GOVERNMENT.

15. Upon completion of the work in accord with the Plans, the LOCAL GOVERNMENT shall furnish a set of "as-built" plans certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, 2010 edition as amended, or otherwise conform to or meet generally accepted professional practices. Additionally, the LOCAL GOVERNMENT shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to the DEPARTMENT in a manner acceptable to the DEPARTMENT. Upon acceptance of right-of-way documents, then the Project shall be deemed accepted by and turned over to the DEPARTMENT.

16. In the event contaminated soil is encountered by the LOCAL GOVERNMENT or anyone within the DEPARTMENT right of way, the LOCAL GOVERNMENT shall immediately cease work and notify the DEPARTMENT. The DEPARTMENT shall coordinate with the appropriate agencies and notify the LOCAL GOVERNMENT of any required action related thereto.

17. It is acknowledged by the parties that construction plans and specifications are still being prepared by the LOCAL GOVERNMENT as of the date of this Agreement. Construction of the Project will not commence until the DEPARTMENT has approved the construction plans and specifications as provided for in Paragraph 1 and all required right-of-way has been properly obtained and certified (if applicable) as such by the DEPARTMENT's Right of Way Manager.

18. If applicable, the LOCAL GOVERNMENT shall assure that load ratings are submitted on any vehicular bridge prior to the final submission of the structure plans for DEPARTMENT review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.

EXHIBIT "E"

NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT
Between
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
And
MANATEE COUNTY

PROJECT DESCRIPTION: Design and installation of a redundant fiber connection for Manatee/Sarasota County Regional ATMS; replace and repair trace wire and install power service at hub.

FINANCIAL MANAGEMENT ID#432208-1-38/58-01

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the LOCAL GOVERNMENT shall furnish the DEPARTMENT a set of "as-built" plans certified by the Engineer of Record/CEL.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT "F"

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) -
\$ (*amount*)

NOT APPLICABLE

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. *Etc.*

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) -
\$ (*amount*)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project (*list State awarding agency, Catalog of State Financial Assistance title and number*) -
\$ (*amount*)

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:



SEAN
ORIGINAL - BY KA
CSH
CC: AB
VK
SM

Florida Department of Transportation

RICK SCOTT
GOVERNOR

10041 Daniels Parkway
Fort Myers, Florida 33913

ANANTH PRASAD, P.E.
SECRETARY

October 9, 2012

Mr. Sage Kamiya, P.E., PTOE
Traffic Engineering Division Manager
Manatee County Public Works
1022 26th Avenue East
Bradenton, Florida 34208

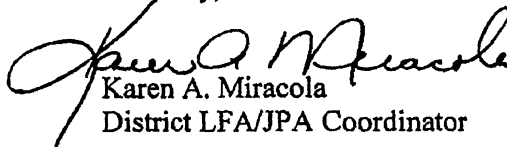
RE: Executed JPA amendment
Financial Project No.: 432208 1 38/58 01
Description: Design and installation of a redundant fiber connection for
Manatee/Sarasota County Regional ATMS

Dear Mr. Kamiya:

Enclosed for your files is one (1) copy of the executed amendment for the above referenced project.

Should you have any questions, please feel free to contact me at (239) 461-4300.

Sincerely,


Karen A. Miracola
District LFA/JPA Coordinator

KAM/tp

Cc: Carmen Shuler-Mosley, Manatee County Sr. Fiscal Analyst, w/copy
Rick J. Arico, P.E., FDOT Project Manager, letter only

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**FIRST AMENDMENT TO
JOINT PARTICIPATION AGREEMENT
BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND MANATEE COUNTY**

Upon execution by MANATEE COUNTY (hereinafter, "COUNTY") and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (hereinafter, "DEPARTMENT") in the places provided below, the following shall constitute the 1st AMENDMENT to the JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND MANATEE COUNTY FOR design and installation of a redundant fiber connection for Manatee/Sarasota County Regional ATMS; replace and repair trace wire and install power service at hub for FM # 432208-1-38/58-01 (hereinafter, "AGREEMENT").

- A. All expressions used herein, unless herein separately defined, shall have the same meaning herein as in the Agreement.
- B. Except as expressly or by necessary implication modified hereby, all provisions of the Agreement shall remain in full force and effect in accordance with their terms but in the event of any inconsistency(ies) between the provisions of the Agreement and the provisions hereof, the latter shall prevail.
- C. The AGREEMENT dated May 23, 2012 is hereby amended as follows:

1. Page 5, Paragraph 3.B. is amended in accordance to above to read:

B. DEPARTMENT Participation: The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount not to exceed **\$116,310.00 (ONE HUNDRED SIXTEEN THOUSAND THREE HUNDRED AND TEN DOLLARS)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT's participation. Travel costs will not be reimbursed.

ACKNOWLEDGED AND AGREED TO:

MANATEE COUNTY, FLORIDA

ATTEST MANATEE CLERK OF COURT

by: Debra Jensen
Deputy, CLERK (Seal)

J.R. Chappie
TITLE CHAIRMAN

9/25/12 Date John Chappie Print Name 9/25/12 Date



Manatee County Legal Review :

By: _____
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST

Dawn Hecker
EXECUTIVE SECRETARY (Seal)

By: [Signature]
DISTRICT SECRETARY OR DESIGNEE
DISTRICT ONE

Dawn Gallon 10-8-12
Print Name Date

Billy L. Hartman, P.E. 10-8-12
Print Name Date

Availability of funds approval:

9/28/12
Date

Fla. Dept. of Trans. Legal Review:

By: Allyson J. Perens 10-8-12
Date

**Name: US 41 (Tamiami Trail) from Braden Avenue to General Spaataz Blvd)
Fiber Optic Interconnect Cable
IFB No. 14-1291-OV (Financial Project ID: 432208-1-58-01)
April 28, 2014**

**Joint Participation Agreement between FDOT and Manatee County
Description: Design and installation of a redundant fiber connection for Manatee /
Sarasota County Regional ATMS**

The following are made a part of this agreement:

| <u>Item</u> | <u>Page</u> |
|--|--------------------|
| 1. Prevailing Minimum Wage (6 total pages)..... | 2 |
| 2. E-Verify..... | 7 |
| 3. Title VI of the Civil Rights Act of 1964 including Nondiscrimination..... | 7 |

1. Prevailing Minimum Wage

For this contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s) **FL140165 02/28/2014 FL165 Heavy for County**, as modified up through ten days prior to the opening of bids.

Obtain the applicable General Decision(s) (Wage Tables) through the Department's Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

State: Florida

Construction Type: Heavy / **County:** Manatee

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REVIEW THE LABOR WAGE RATES APPLICABLE TO THIS CONTRACT TEN DAYS PRIOR TO THE OPENING BID DATE.

General Decision Number: FL140165 02/28/2014 FL165

State: Florida

Construction Type: Highway

County: County in Florida.

HEAVY CONSTRUCTION PROJECTS

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/03/2014 |
| 1 | 02/07/2014 |
| 2 | 02/28/2014 |

ELEC0915-003 12/01/2013

| | Rates | Fringes |
|---|----------|--------------|
| ELECTRICIAN | 25.13 | 34.5%+\$0.25 |
| 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 |
| ----- | | |
| IRON0397-006 05/01/2013 | Rates | Fringes |
| IRONWORKER, STRUCTURAL | \$ 27.67 | 12.82 |
| ----- | | |
| LAB00517-002 05/01/2008 | | |
| LABORER: Grade Checker | \$ 17.20 | 5.47 |
| ----- | | |
| *PAIN0088-008 08/01/2013 | | |
| PAINTER: Brush, Roller and Spray | \$ 19.50 | 8.93 |
| ----- | | |
| SUFL2009-161 06/24/2009 | | |
| CARPENTER | \$ 14.95 | 2.92 |
| CEMENT MASON/CONCRETE FINISHER | \$ 14.77 | 3.50 |
| LABORER: Common or General | \$ 10.90 | 0.38 |
| LABORER: LANDSCAPE | \$ 7.25 | 0.00 |
| LABORER: Pipelayer | \$ 13.75 | 2.06 |
| LABORER: Power Tool Operator (Hand Held Drills/Saws, | | |

| | | |
|-----------------------------------|----------|------|
| Jackhammer and Power Saws only) | \$10.63 | 2.20 |
| OPERATOR: Asphalt Paver | \$11.59 | 0.00 |
| OPERATOR: Backhoe/Loader Combo | \$ 16.10 | 2.44 |
| OPERATOR: Backhoe/Excavator | \$ 15.00 | 0.52 |
| OPERATOR: Bulldozer | \$ 17.00 | 0.00 |
| OPERATOR: Grader/Blade | \$ 16.00 | 2.84 |
| OPERATOR: Loader | \$ 14.75 | 0.00 |
| OPERATOR: Mechanic | \$ 14.32 | 0.00 |
| OPERATOR: Roller | \$ 10.76 | 0.00 |
| OPERATOR: Scraper | \$11.00 | 1.74 |
| OPERATOR: Trackhoe | \$ 20.92 | 5.50 |
| OPERATOR: Tracker | \$ 10.54 | 0.00 |
| TRUCK DRIVER, Includes Dump Truck | \$ 11.00 | 0.00 |
| TRUCK DRIVER: Lowboy Truck | \$ 12.73 | 0.00 |
| TRUCK DRIVER: Off the Road Truck | \$ 12.21 | 1.97 |

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular

rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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

2. E-VERIFY

Vendor/Contractor:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor / Contractor during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

3. Title VI – Requirements

The Sub-recipient or Contractor, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 200d to 200d-7 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, County hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, national origin, marital status, sex, age, disability in consideration for an award.

During the performing this contract for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") – agrees to the following:

1. Compliance with Regulations: The contractor will comply with the Regulations on nondiscrimination in federally-assisted programs of the U.S. Department of Transportation ("USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (herein referred to as the Regulations), which are herein incorporated here by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of subcontractors, including, procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program as set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin or sex.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the County, and Florida Department of Transportation / Federal Highway Administration, to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the County, Florida Department of Transportation / Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the County, and Florida Department of Transportation / Federal Highway Administration may determine to be appropriate, including, but are not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The Contractor should include the provisions 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The County or the Florida Department of Transportation / Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may ask the County and Florida Department of Transportation / Federal Highway Administration to enter into such litigation to protect the interests of the County, Florida Department of Transportation / Federal Highway Administration and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

THE CONTRACTOR CERTIFIES THE FOLLOWING STATEMENTS:

34. Non-Collusion Provision

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

35. Lobbying Certification

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

(a) 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 either directly or indirectly an officer or employee of any state or federal 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.

(b) 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-L “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(c) 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 sub-recipients 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, US 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 failure.”

36. Suspension and Debarment

“The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of County, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement,

theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.”

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.”

THE CONTRACTOR CERTIFIES THE ABOVE STATEMENTS:

Signature

Printed Name

Firm Name