



**MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-0644-OV
Manatee County Area Transit (MCAT) of Bus Stop Improvements
For ADA Compliance
Project No.: 9008930**

QUOTE DUE DATE: January 16, 2013 at 4:00 p.m. to the Manatee County Purchasing Division. **QUOTES MAY BE RETURNED VIA EMAIL OR VIA FAX.**

Manatee County invites your participation in the following quotation. The Specifications stated herein are of the minimum requirements. All quotes submitted must be in accordance with the Special Provisions dated September 2012 and **Plans titled Manatee County Area Transit (MCAT) of Bus Stop Improvements for ADA Compliance, Package B Plan Sets 1 and 2 Manatee County, Florida dated November 2012.**

Funding for this project provided by:

This project is funded by the Federal Transit Administration and the American Recovery and Reinvestment Act (ARRA) of 2009. Quoters shall comply fully with all Federal and State Guidelines for this procurement.

Buy America Requirements - The Buy American certification shall be completed and returned with your quote. This certificate is made a part of the Request for Quotation, page 00300-9.

Davis-Bacon Wage Determination Act for Prevailing Minimum Wage is made a part of this Request for Quotation. The U.S. Department of Labor Wage Rates applicable to this Contract is **Wage Decision Number FL 120223 03/09/2012 FL 223 Construction Type: Highway, Manatee County.** A copy of the Wage Decision Number FL 120223 is made a part of this Request for Quotation.

DEADLINE FOR CLARIFICATION REQUESTS January 9, 2013

**ATTENTION: OLGA VALCICH, MANATEE COUNTY PURCHASING
EMAIL: olga.valcich@mymanatee.org
PHONE: (941) 749-3055
FAX: (941) 749-3034**



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INFORMATION TO QUOTERS

PURPOSE

It is the intent of the County of Manatee to engage a Contractor to provide all necessary labor, material, equipment and incidentals required to upgrade Manatee County Bus Stop sidewalks to conform to Federal ADA Requirements. See attached plans, Package B, Plan Set 1 and Plan Set 2 which are made a part of this quoting document.

QUOTE FORM DELIVERY REQUIREMENTS

Any quote received after the stated time and date will not be considered. Acceptable methods of delivery of quotes are as follows:

Email Address: Olga.Valcich@mymanatee.org
Fax: 941-749-3034
US Mail to: Manatee County Purchasing Division, Suite 803
1112 Manatee Avenue West, Bradenton, FL 34205

SPECIFICATIONS

Contractor must submit quotes strictly in accordance with specifications. Each variance to these specifications must be specifically stated by the vendor on the quote form. Should the contractor not furnish the County a list of exceptions and supporting data, the County will assume the vendor is quoting in accordance with the specifications.

CLARIFICATION

It shall be the responsibility of all vendors to request any additional clarification of the contents herein. Clarification will be furnished by written addendum from Purchasing. Contractors shall not accept any verbal or telecommunication explanation as authorized clarification of the contents herein.

COSTS INCURRED IN RESPONDING

This solicitation does not commit the County to pay any costs incurred in the submission of quotes or make necessary studies or designs for the preparation thereof, nor to procure or contract for the equipment.

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DISCLOSURE

Upon receipt, responses become "Public Records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes, Section 119.071(1) (b) 2 states that replies received from a competitive solicitation, regardless of the method of procurement, shall be exempt from inspection or copying until such time as the County provides a notice of a decision or until 30 days after the date the replies are opened, whichever is earlier.

BE GREEN

All quoters are encouraged to use as many environmentally preferable "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. Environmentally preferable are products or services that have a reduced adverse effect on the environment. Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes (F.E.T. Exempt Cert. No. 59-78-0089K and FL Sales Tax Exempt Cert.(No. 85-8012622206C-6); therefore, the quoter is prohibited from delineating a separate line item in his quote for any sales or service taxes. Nothing herein shall affect the quoter's normal tax liability.

MATHEMATICAL ERRORS

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail. All quotes shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

ENCLOSURE

Public Entity Crime Affidavit (Form No. PUR: 7068) shall be submitted complete with all quotes in excess of \$10,000.00.

UNBALANCED BIDDING PROHIBITED (Applicable to unit based quotes only)

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

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UNBALANCED BIDDING PROHIBITED (Applicable to unit based quotes only)
(Continued)

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

In the event the County determines that a quote is presumed unbalanced, it will request the opportunity to, and reserves the right to, review all source quotes, quotes, Price lists, letters of intent, etc., which the quoter obtained and upon which the quoter relied upon to develop the quote. The County reserves the right to reject as non-responsive any presumptive unbalanced quotes where the quoter is unable to demonstrate the validity and / or necessity of the unbalanced unit costs.

FRONT END LOADING OF BID PRICING PROHIBITED (Applicable to unit based quotes only)

Prices offered for performance and/or acquisition activities to occur early in the project schedule, such as: mobilization, clearing and grubbing; or maintenance of traffic, that are substantially higher than pricing of competitive quoters within the same portion of the project schedule, will be presumed to be front end loaded. Front end loaded quotes could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Contractor to complete the work or otherwise creating an appearance of an under-capitalized quoter.

In the event the County determines that a quote is presumed to be front end loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the quoter obtained and upon which the quoter relied upon to develop the pricing or acquisition timing for these bid items. The County reserves the right to reject as non-responsive any presumptive front end loaded quotes where the quoter is unable to demonstrate the validity and/or necessity of the front end loaded costs.

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RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the quote of the lowest responsive, responsible quoter will be accepted, unless all quotes are rejected. The lowest responsive quoter shall mean **that quoter who submits the lowest quote to sell goods and/or services of a quality which meets** or exceeds the quality of goods and/or services set forth in the attached specifications or otherwise required by the County, and who is fit and capable to perform the quote as made.

To be responsive, a quoter shall submit a quote which conforms in all material respects to the requirements set forth in the Request for Quotation. To be a responsible quoter, the quoter shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any quoter to furnish the service requested. Information the County deems necessary to make this determination shall be provided by the quoter. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

APPLICABLE LAWS

Quoter must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Code of Laws, as amended. Any actual or prospective quoter who is aggrieved in connection with the solicitation or award of a contract may protest to the Board of County Commissioners of Manatee County as required in Section 2-26/61 of the Purchasing Code.

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CODE OF ETHICS

With respect to this quote, if any quoter violates, directly or indirectly, the ethics provisions of the Manatee County Purchasing Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such quoter will be disqualified from eligibility to perform the work described in this Request for Quotation, and may also be disqualified from furnishing future goods or services to, and from submitting any future quotes, bids or proposals to supply goods or services to Manatee County.

By submitting a quote, the quoter represents to the County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a quoter is determined to have been untruthful in its quote or any related presentation, such quoter will be disqualified from eligibility to perform the work described in this Request for Quotation, and may also be disqualified from furnishing future goods or services to, and from submitting any future quotes, bids or proposals to supply good or services to Manatee County.

COLLUSION

By offering a submission to this Request for Quotation, the quoter certifies that he has not divulged, discussed or compared their quote with other quoters and has not colluded with any other quoter or parties to this quote whatsoever. Also, quoter certifies, and in the case of a joint quote each party thereto certifies as to their own organization, that in connection with this quote:

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other quoter or with any competitor;
- b. any prices and/or cost data quoted for this quote have not been knowingly disclosed by the quoter and will not knowingly be disclosed by the quoter, prior to the scheduled opening, directly or indirectly to any other quoter or to any competitor;
- c. no attempt has been made or will be made by the quoter to induce any other person or firm to submit or not to submit a quote for the purpose of restricting competition;

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COLLUSION(Continued)

- d. the only person or persons interested in this quote, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this quote or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by quoter for purpose of doing business.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective quoters that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

E-Verification

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

- 1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida: and
- 2. All persons, including subcontractors, assigned by the Contractor to Perform work pursuant to the contract with the State Agency.

Securing of Documents:

Complete individual CDs of the quoting documents for this project may be obtained free of charge at the Manatee County Administration Building. Location: 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 between the hours of 8:00 AM to 4:00 PM Monday through Friday, exception of holidays. Should you wish to have your CD shipped, Contractor shall provide the Federal Express or UPS account number. Documents may also be downloaded from the County Website: <http://www.mymanatee.org> or <http://www.DemandStar.com>

A complete set of quoting documents must be used in preparing the quote. The County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of quoting documents.

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BASIS OF AWARD

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Award shall be to the responsive, responsible quoter meeting specifications and having the lowest Total **Quote Price for Quote "A"** or the lowest Total **Quote Price for Bid "B"**, for the requirements listed on the Quote Form for the Work as set forth in this Request for Quotation. Quoted Prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work in accordance with and in the manner set forth and described in the Contract Documents to the County's satisfaction within the prescribed time.

Two schedules for Completion of the Work shall be considered. Each bid for completion by the specified stated time shall be offered as a separate "Total Quoted Price". The County has the sole authority to select the quote based on the Completion Time which is in the best interest of the County. Only one (1) award shall be made.

In evaluating the quotes, the County shall consider the qualifications of the quoters; and if required, may also consider the qualifications of the subcontractors, suppliers, and other persons and organizations proposed. County may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work.

Whenever two or more bids which are equal with respect to price, quality and service are received, the award shall be determined by a chance drawing conducted by the Purchasing Office and open to the public.

SUBCONTRACTORS

Subcontractors shall be bound by the terms and conditions of this contract insofar as it applies to their Work, but this shall not relieve the prime contractor from the full responsibility to the County for the proper completion of all Work to be executed under this contract.

The employment of unauthorized aliens by any Contractor is considered a violation of Section 274 (e) of the Immigration and Employment Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

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QUALIFICATIONS OF BIDDERS

No person who is not certified or registered as a General Contractor or an Underground Utility Contractor pursuant to the terms of Florida Statutes Chapter 489 on the day the Bid is submitted, and who has continuously held that certification or registration for a period of at least two (2) consecutive years immediately prior to the day the Bid is submitted, may be qualified to bid on this project. In the event that a Bidder is a business organization, including a partnership, corporation, business trust or other legal entity as set forth in F.S. 489.119(2), then the Bidder shall only be qualified to bid on this project if: 1) the Bidder (the business organization) is on the day the Bid is submitted, and for at least two (2) consecutive years immediately prior to the day the Bid is submitted has been, in continuous existence, properly licensed and registered as required by Florida law; and 2) the Bidder, on the day the Bid is submitted, has a certified or registered Qualifying Agent, as required by F.S. 489.119, and that Qualifying Agent has been the same Qualifying Agent of the Bidder for a period of at least two (2) consecutive years immediately prior to the day the Bid is submitted.

A complete list of all Subcontractors proposed for any portion of the Work may be requested of any Bidder deemed necessary by the County. Subcontracts shall be awarded only to those Subcontractors considered satisfactory by the County.

A copy of the General Contractor's License shall be submitted with this quote.

A complete list of all subcontractors proposed for any portion of the Work may be requested of any quoter deemed necessary by the County. Subcontracts shall be awarded only to those subcontractors considered satisfactory by the County.

INSPECTION OF SITE

Prior to submission of the Quote Form, each quoter shall examine the site and all conditions thereon and fully familiarizing themselves with the full scope of the project. Failure to become familiar with the site conditions will in no way relieve the successful quoter from the necessity of furnishing any materials or performing any work that is required to complete the project in accordance with the plans and specifications. Site visit shall be acknowledged on page 29 of the Quote Form.

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Preparation of Contract

A written notice confirming award or recommendation thereof will be forwarded to the successful quoter accompanied by the required number of unsigned counterparts of the Agreement. Within 10 days thereafter, Successful quoter shall sign and deliver the required number of counterparts of the Agreement with any other required documents to County. (Note: Contract must be approved in accordance with the Manatee County Code of Laws, Chapter 2-26, Manatee County Purchasing Ordinance and the Standard and Procedures approved by the County Administrator).

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GENERAL TERMS AND CONDITIONS OF THE CONTRACT

This project is funded by the Federal Transit Administration and the American Recovery and Reinvestment Act (ARRA) of 2009. Quoters shall comply fully with all Federal and State Guidelines for this procurement.

Buy America Requirements - The Buy American certification shall be completed and returned with your quote. This certificate is made a part of the Request for Quotation, page 00300-9.

Davis-Bacon Wage Determination Act for Prevailing Minimum Wage is made a part of this Request for Quotation. The U.S. Department of Labor Wage Rates applicable to this Contract is **Wage Decision Number FL 120223 03/09/2012 FL 223 Construction Type: Highway, Manatee County.** A copy of the Wage Decision Number FL 120223 is made a part of this Request for Quotation.

Although no separate contract goal has been established for this specific project, Manatee County's overall goal for DBE participation is 2%.

Contractor shall take all necessary and reasonable steps to ensure that the **Disadvantaged Business Enterprises** program as defined in 49 CFR 26 have the opportunity to participate in, compete for and perform subcontracts. Do not discriminate on the basis of age, race, color, religion, national origin, sex or disability in the award and performance of this contract.

Equal Employment Opportunity – It is the policy of Manatee County to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include: employment upgrading, demotion or transfer; recruitment or recruitment, Advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and / or on-the job training.

CONTRACT FORMS

The agreement resulting from the acceptance of a quote shall be in the form of the agreement stated in this Request for Quotation.

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ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title, or interest therein, or his power to execute such Contract or to assign any monies due or to become due there under to any other person, firm or corporation unless first obtaining the written consent of the County. The giving of such consent to a particular subcontractor assignment shall not dispense with the necessity of such consent to any further or other assignment.

COMPLETION OF WORK

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract Time commences to run. Two quotes shall be considered based on **Quote "A" 120 calendar days** and **Quote "B" based on 150 calendar days**. The County has the sole authority to select the quote based on the Completion Time which is in the best interest of the County. Only one award shall be made.

LIQUIDATED DAMAGES

If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, the County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the contractor shall pay to the County the sum of **\$388.00** as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by the County and the Contractor and his Surety shall be liable for the amount thereof.

PAYMENT

In accordance with the Prompt Payment Act, Florida Statute 218.71, contractor may apply for partial payment on monthly estimated based on the amount of Work done or completed in compliance with the provisions of the Contract. Contractor shall submit an application, on a form provided or approved by the County, of an approximate estimate of the proportionate value of the Work done, items and locations of the Work performed up to and including the last day of the period then ending. The County will then review said estimate and make any necessary revisions so that the estimate can receive approval for payment. If the contractor and the County do not agree on the approximate estimate of the proportionate value of the Work done for any pay period, the determination of County will be binding. The amount of said estimate after deducting any required retainage and all previous payments shall be due and payable to the contractor within 20 days after the pay

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PAYMENT (Continued)

estimate has been approved by the County. **If Outside Agent approval is required, payment shall be due 25 business days after the pay estimate has been approved by the agent for the County.**

It is the contractor's responsibility for the care of the materials. Any damage to or loss of said materials is the full responsibility of the contractor. Any Periodical Pay Estimate signed by the contractor shall be final for any or all work covered by the Periodical Pay Estimate. Any requests for payment of materials stored on site must be accompanied with a paid receipt. The contractor warrants and guarantees that title to all work, materials and equipment covered by any application for payment, whether incorporated in the project or not, will pass to the County at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens").

The contractor agrees to furnish an affidavit stating that all laborers, material men, and subcontractors have been paid on the project for Work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers, subcontractors on the project for Work covered by the application for payment, sufficient to secure the County from any claim whatsoever arising out of the aforesaid Work.

When the contractor has completed the Work in compliance with the terms of the Contract Documents, he shall notify the County in writing that the project is ready for final inspection. The County will then advise the Contractor as to the arrangements for final inspection and what Work, if any, is required to prepare the project or a portion thereof for final inspection. When the County determines the project or portion thereof is ready for final inspection, the County shall perform same. Upon completion of final inspection, the County will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. When all such errors have been corrected, a final re-inspection will be made. The process will be repeated until, in the opinion of the County, the project has been completed in compliance with the terms of the Contract Documents.

When final acceptance has been made by the County, the County will make final payment of the Contract amount, plus all approved additions, less approved deductions and previous payments made. The Contract will be considered complete when all work has been finished, the final inspection made, approved as-builts received, and the project finally accepted in writing by the County. The contractor's responsibility shall then terminate except as otherwise stated.

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RETAINAGE (For Contracts greater than \$100,000.00)

A retainage of 10% of the total contract amount shall be withheld from all payments until 50% of the Work has been completed. After 50% completion, the retainage shall be reduced to 5% of the total contract amount, and one half of the previously withheld amount shall be paid to the contractor.

The remaining 5% retainage shall be withheld until the County has approved the "Record Drawings". The County and / or Engineer will review and approve the "Record Drawings" within 30 days unless additional information is required.

The final payment amount shall be made upon final acceptance of the "Record Drawings" and acceptance of completed work by the County and / or Engineer.

WARRANTY AND GUARANTEE PROVISIONS

All work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the contractor to be free from defects due to faulty materials or equipment or faulty workmanship for minimum period of three (3) years from date of Final Acceptance by the County to be free from defects due either to faulty materials or equipment or faulty workmanship.

All materials, equipment, and workmanship furnished and installed by the contractor is warranted and guaranteed by the contractor to be such as to meet the required standards and to accomplish the purpose and function of the project as defined, detailed, and specified herein.

The County shall, following discovery thereof, promptly give written notice to the contractor of faulty materials, equipment, or workmanship within the period of the guarantee and the contractor shall promptly replace any part of the faulty equipment, material, or workmanship at his own cost. These warranty and guarantee provisions create no limitations on the County as to any claims or actions for breach of guaranty or breach of warranty that the County might have against parties other than the contractor, and do not constitute exclusive remedies of the County against the contractor.

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ROYALTIES AND PATENTS

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

AUTHORIZED PRODUCT REPRESENTATION

The contractor, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish and named manufacturer's product. Failure to perform accordingly may, in the County's sole discretion, be deemed a breach of Contract, and shall constitute grounds for the County's immediate termination of the Contract.

REGULATIONS

It shall be the responsibility of the quoter to assure compliance with any OSHA, EPA, and / or other federal or state of Florida rules, regulations or other requirements as each may apply.

CANCELLATION

Any failure of the contractor to furnish or perform the Work (including, but not limited to commencement of the Work, failure to supply sufficient skilled workers or suitable materials or equipment) in accordance with the Contract, the County may order the stop of the Work, or any portion thereof, until the cause for such order has been eliminated. If the Contractor persistently fails to perform the Work, in accordance with the Contract, the County reserves the right to terminate the Contract and select the next qualified bidder or re-advertise this procurement in part or in whole. The County reserves the right to cancel all or any undelivered or unexecuted portion of this Contract with or without cause.

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INDEMNIFICATION

The contractor covenants and agrees to **indemnify and save harmless** the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

MANUALS, SCHEMATICS, HANDBOOKS (If Applicable)

All manuals, schematics and handbooks shall be provided which are applicable to the equipment delivered. An operators manual, parts manual and technical manual must also be provided. Parts lists (manuals) must include OEM part numbers for items not manufactured by the quoter. Contractor shall furnish (2) copies of each.

DISCRETIONARY WORK

This quote item entails minor increases (as directed in writing by the County) to the existing project quantities to provide a safe, complete project. This will not affect the requirement for change orders involving major modifications to the project. Payment for all Work under this item shall be made only at the County's discretion in order to satisfactorily complete the project. In general, this item is for unanticipated conflicts and / or design changes required during construction which are necessary to complete the project without changing the initial scope of Work and without costly delays.

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SCHEDULE OF VALUES

Unit Prices shall be established for this contract by the submission of a schedule of values. The contractor shall submit a Schedule of Values within 10 days of Notice to Proceed date. The Schedule shall include quantities and prices of items equaling the total Price and will subdivide the Work into component parts in sufficient detail to serve as a basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work. Upon request of the County, the contractor shall support the values with data which will substantiate their correctness.

NO DAMAGES FOR DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The contractor shall not be entitled to an increase in the Total Contract Price or payment or compensation of any kind from the County or direct, indirect, consequential impact or other costs, expenses for damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided; however, that this provision shall not preclude recovery or damages by the contractor for hindrance or delays due solely to fraud, bad faith, or active interference on part of the County or its agents. Otherwise, the contractor shall only be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

NO INTEREST

Any monies not paid by the County when claimed to be due to the contractor under this Contract shall not be subject to interest including prejudgment interest. Any monies not paid by the County when claimed to be due to the contractor for damages awarded in the case of construction delays shall not be subject to prejudgment interest.

REQUEST FOR QUOTATION #13-0644-OV
Manatee County Area Transit (MCAT) of Bus Stop Improvements
For ADA Compliance
Project No.: 9008930

INSURANCE COVERAGE

The quoter will not commence work under a contract until all insurance under this section, and such insurance coverage as might be required by the County, has been obtained. Minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

a. Workers' Compensation/Employers' Liability

Part One – There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Worker's Compensation Act, the Longshoremen's and Harbor Worker's Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Worker's Compensation Policy.

Part Two – The minimum amount of coverage for the coverage required by the contract documents which are customarily insured under Part Two of the standard Worker's Compensation Policy shall be:

\$ 100,000	(Each Accident)
\$ 500,000	(Disease-Policy Limit)
\$ 100,000	(Disease-Each Employee)

b. Commercial General Liability

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of the Limits of Insurance (Designated Project of Premises) endorsement (ISO Form GC 25 03) to a Commercial General Liability Policy with the following minimum limits:

Products/Completed Operations Aggregate	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (Any one fire)	\$ NIL

c. Business Auto Policy

Each Occurrence Bodily Injury and Property	
Damage Liability Combined	\$ 300,000
Annual Aggregate (if applicable):	\$1,000,000

REQUEST FOR QUOTATION #13-0644-OV
Manatee County Area Transit (MCAT) of Bus Stop Improvements
For ADA Compliance
Project No.: 9008930

INSURANCE COVERAGE (Continued)

d. Owners Protective Liability Coverage

The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the bidder shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability Coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the Owner and the Owner's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

e. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the three above paragraphs a, b, and c., shall be filed with the Purchasing Official before operations are begun.

The required certificates of insurance shall not only name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the quote number, **project title and location of project. Insurance shall remain in force at least one (1) year** after completion and acceptance of the project by the County, insurance in the amounts and types as stated herein, coverage for all products and services completed under this contract.

f. Property Insurance

If this contract includes construction of or additions to above ground buildings or structures, contractor shall provide "**Builder's Risk**" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

g. Installation Floater

If this contract does not include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, contractor shall provide an "Installation Floater" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

REQUEST FOR QUOTATION #13-0644-OV
Manatee County Area Transit (MCAT) of Bus Stop Improvements
For ADA Compliance
Project No.: 9008930

INSURANCE COVERAGE (Continued)

ADDITIONAL INSURED: Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on all policies.

If the initial insurance expires prior to completion of operations and or services by the bidder, renewal certificates of insurance and required copies of policies shall be furnished by the bidder and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

h. Commonly Over-looked Requirements – In order for the certificate of insurance to be accepted it must comply with the following:

1. As stated in para. (e.) "Certificates of Insurance and Copies of Policies", **the project number (if one has been assigned) or Quote number, title and location shall appear on the certificate.**
2. As stated in para. (e.) **Manatee County shall be named as additional insured.**
3. The certificate holder shall be:
Manatee County Board of Commissioners
P.O. Box 1000
Bradenton, FL 34206-1000
4. Certificate shall be mailed to:
Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attn: Olga Valcich (RFQ #13-0644-OV)

REQUEST FOR QUOTATION #13-0644-OV
Manatee County Area Transit (MCAT) of Bus Stop Improvements
For ADA Compliance
Project No.: 9008930

PERFORMANCE AND PAYMENT BONDS

The successful Quoter shall furnish surety bonds using the Public Construction Bond form prescribed in F.S. § 255.05, which is provided herein, as security for faithful performance of the Contract awarded as a result of this Quote and for the payment of all persons performing labor and/or furnishing material in connection therewith. Failure to provide the required bonds on the prescribed form may result in successful Quoter being deemed nonresponsive. Bonds must be in the form prescribed in F.S. § 255.05, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in F.S. § 255.05.

Surety of such bonds shall be in an amount equal to the Quote Award (100% each) issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to this County. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Performance and Payment Bonds shall be issued to Manatee County, a political subdivision of the State of Florida, within fourteen (14) calendar days after notification of Intent to Award.

In addition, pursuant to F.S. § 255.05(1)(b), prior to commencing Work, the Contractor shall be responsible and bear all costs associated to record the Performance and Payment Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Purchasing Division upon filing. Pursuant to F.S. § 255.05(1)(b), the County will make no payment to the Contractor until the Contractor has complied with this paragraph.

Furnishing of the recorded Performance and Payment Bonds shall be requisite to execution of a Contract with the County. Said Performance and Payment Bonds will remain in force for the duration of the Contract with the premiums paid by the Contractor. Failure of the successful Quoter to execute such Contract and to supply the required bonds shall be just cause for cancellation of the Award. The County may then contract with another acceptable Quoter or re-advertise this Request for Quotation. If another Quoter is accepted, and notice given within ninety (90) days after the opening of the Quotes, this acceptance shall bind the Quoter as though they were originally the successful Quoter.

REQUEST FOR QUOTATION #13-0644-OV
Manatee County Area Transit (MCAT) of Bus Stop Improvements
For ADA Compliance
Project No.: 9008930

PERFORMANCE AND PAYMENT BONDS (Continued)

Failure of the County at any time to require performance by the Contractor of any provisions set out in the Contract will in no way affect the right of the County, thereafter, to enforce those provisions.

CONSTRUCTION OF CONTRACT

This contract and the rights and responsibilities hereunder shall not be construed more strongly against either party, regardless of the extent to which such party may have participated in the preparation thereof.

REQUEST FOR QUOTATION #13-0644-OV
Manatee County Area Transit (MCAT) of Bus Stop Improvements
For ADA Compliance
Project No.: 9008930

QUOTE SUMMARY

DESCRIPTION OF THE WORK

The Work included in this contract includes the furnishing of all labor, materials, equipment and incidentals required to upgrade a total of twenty-five (25)) Manatee County Bus Stop sidewalks to conform to Federal ADA Requirements.

Package B – Plan Set 1 (November 2012):

Location: 1. North Bradenton Area
 2. Southwest Bradenton Area

Inventory No. 12	Stop ID No. 917
Inventory No. 78	Stop ID No. 791
Inventory No. 88	Stop ID No. 319
Inventory No. 13	Stop ID No. 918
Inventory No. 87	Stop ID No. 230
Inventory No. 89	Stop ID No. 322
Inventory No. 90	Stop ID No. 324
Inventory No. 141	Stop ID No. 489
Inventory No.152	Stop ID No. 602
Inventory No. 136	Stop ID No. 810
Inventory No. 142	Stop ID No. 488
Inventory No. 153	Stop ID No. 603
Inventory No. 158	Stop ID No. 600
Inventory No. 160	Stop ID No. 815
Inventory No. 159	Stop ID No. 599
Inventory No. 167	Stop ID No.669

Package B – Plan Set 2 (November 2012)

Location: 3. 14th Street West (SR45)

Inventory No. 143	Stop ID No. 890
Inventory No. 17	Stop ID No. 265
Inventory No. 162	Stop ID No. 261
Inventory No. 18	Stop ID No. 263
Inventory No. 161	Stop ID No. 266
Inventory No. 163	Stop ID No. 254
Inventory No. 164	Stop ID No. 253
Inventory No. 166	Stop ID No. 223
Inventory No. 165	Stop ID No. 328

REQUEST FOR QUOTATION #13-0644-OV
Manatee County Area Transit (MCAT) of Bus Stop Improvements
For ADA Compliance
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RELATED STANDARDS AND SPECIFICATIONS

- A. Americans with Disabilities Act (ADA) Accessibility guidelines for Buildings and Facilities.
- B. Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways, Florida Department of Transportation, (Florida Green Book). (2010).
- C. FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, (Fiscal Year 2012/2013).
- D. AASHTO, Guide for Planning, Design, and Operation of Pedestrian Facilities, (2004).
- E. FHWA Manual on Uniform Traffic Control Devices, (MUTCD). (2009).
- F. Chapter 14-96 and 14-97, Florida Administrative Code Rule for FDOT Connection Permit.
- G. Chapter 14-86, Florida Administrative Code Rule for FDOT Drainage Permit.
- H. FDOT Standard Specifications for Road and Bridge Construction, 2010.
- I. FDOT Transit Facility Handbook (2007).
- J. Accessing Transit Design Handbook for Florida Passenger Facilities, Version II (2008).

***Bidders Note: Attention is directed to the fact that these plans may have been reduced in size by reproduction. This must be considered when obtaining scaled data.**

All required MOT shall be provided by the contractor.

The apparent silence of the Specifications as to any detail, or 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

REQUEST FOR QUOTATION #13-0644-OV
Manatee County Area Transit (MCAT) of Bus Stop Improvements
For ADA Compliance
Project No.: 9008930

SUBCONTRACTORS, SUPPLIERS AND OTHER

The identity of subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) may be requested by the County for each quote item from any of the Quoters; and the Quoter shall respond within five days after the date of such request. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, persons or organization if requested by County. If County, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, County may, before the Notice of Award is given, request the apparent successful Quoter to submit an acceptable substitute without an increase in Contract Price or Contract Time.

If apparent successful Bidder declines to make any such substitution, County may award the contract to the next lowest qualified quoter that proposes to use acceptable subcontractors, suppliers, and other persons who County does not make written objection to Contractor shall not be required to employ any subcontractor, supplier, other person or organization who Contractor has reasonable objection to.

Subcontractors shall be bound by the terms and conditions of this contract insofar as it applies to their Work, but this shall not relieve the prime contractor from the full responsibility to the County for the proper completion of all Work to be executed under this contract.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE

It is the responsibility of each quoter before submitting a Quote, to (a) examine the Quote Documents thoroughly (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work; (c) consider federal, state, and local codes, laws, and regulations that may affect costs, progress, performance, or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Bid Documents; and (e) notify County of all conflicts, errors, or discrepancies in the Bid Document.

The accuracy of the existing utility locations shown on the plans is approximate and without express or implied warranty. Each quoter may, at quoter's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which quoter deems necessary to determine his quote for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

REQUEST FOR QUOTATION #13-0644-OV
Manatee County Area Transit (MCAT) of Bus Stop Improvements
For ADA Compliance
Project No.: 9008930

EXAMINATION OF CONTRACT DOCUMENTS AND SITE (Continued)

County will provide each Bidder access to the site to conduct such explorations and tests. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents.

PERMITS

The Contractor shall procure (unless otherwise stated) all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the Work.

QUOTATION FORM

DATE DUE: January 16, 2013 at 4:00 PM

To: Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attention: Olga Valcich / **OR** Email: olga.valcich@mymanatee.org
OR Fax: 941-749-3034

**REF: REQUEST FOR QUOTATION #13-0644-OVManatee County Area Transit
(MCAT) of Bus Stop Improvements For ADA Compliance Project No.: 9008930**

TOTAL QUOTED PRICE "A" \$ _____
(Based on a completion time of 120 Calendar Days)
TOTAL QUOTED PRICE "B" \$ _____
(Based on a completion time of 150 Calendar Days)

Two schedules for Completion of the Work shall be considered. Each quote for completion by the specified stated time shall be offered as a separate "Total Quoted Price". The County has the sole authority to select the quote based on the Completion Time which is the best interest of the County. Only one award shall be made.

We, the undersigned, hereby declare that we have carefully reviewed the quote documents, and with full knowledge and understanding of the aforementioned herewith submit this quote, meeting each and every specification, term, and condition contained in the Request for Quotation.

We understand that the technical specifications, terms, and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful quoter. Failure to comply shall result in contract default, whereupon, the defaulting contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

Communications concerning this Quote shall be addressed as follows:

Person's

Name: _____

Address: _____ Phone: _____

Date: _____ FLContractorLicense# _____

Quoter is a WBE/MBE Vendor? _____ Certification _____

COMPANY'S

NAME: _____

REQUEST FOR QUOTATION #13-0644-OV
Manatee County Area Transit (MCAT) of Bus Stop Improvements
For ADA Compliance
Project No.: 9008930

AUTHORIZED

SIGNATURE(S): _____

Name and Title of Above Signer(s)

COMPANY MAILING

ADDRESS: _____

STATE OF INCORPORATION _____ (if applicable)

TELEPHONE: () _____ FAX: () _____

EMAIL

ADDRESS: _____

Acknowledge Addendum No. ____ Dated: ____ Acknowledge Addendum No. ____ Dated: ____

SIGN AND CONFIRM DATE OF PROJECT VISIT: _____ DATE: _____

Quote Form
(Submit in Triplicate) Section 00300

**Manatee County Area Transit (MCAT) of Bus Stop Improvements For ADA
Compliance (Project No. 9008930)**
(1) North Bradenton Area (2) Southwest Bradenton Area (3) 14th Street West (SR45)
Bradenton Area
RFQ #13-0644-OV

Quote "A" Based on Completion Time of 120 Calendar Days

ITEM NO.	PART NO.	DESCRIPTION	QTY	UNITS	QUOTE PRICE	TOTAL QUOTED PRICE PRICE (\$)
1	0101-1	MOBILIZATION	1	LS	\$	\$
2	0102-1	MAINTENANCE OF TRAFFIC	1	LS	\$	\$
3	104-10-3	SEDIMENT BARRIER	2, 018	LF	\$	\$
4	104-18	INLET PROTECTION SYSTEM	10	EA	\$	\$
5	110-1-1	CLEARING & GRUBBING	1	LS	\$	\$
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	538	SY	\$	\$
7	110-7-1	MAILBOX, F & I SINGLE				
8	120-1	REGULAR EXCAVATION	130	CY	\$	\$
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E (Modified)	240	LF	\$	\$
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F	67	LF	\$	\$
11	520-2-4	CONCRETE CURB, TYPE D	97	LF	\$	\$
12	522-1	SIDEWALK CONCRETE 4" THICK	749	SY	\$	\$
13	522-2	SIDEWALK CONCRETE 6" THICK	723	SY	\$	\$

QUOTER: _____

00300-1

Quote "A" 120 Calendar Days

AUTHORIZED SIGNATURE: _____

Quote Form
(Submit in Triplicate) Section 00300

**Manatee County Area Transit (MCAT) of Bus Stop Improvements For ADA
 Compliance (Project No. 9008930)**
(1) North Bradenton Area (2) Southwest Bradenton Area (3) 14th Street West (SR45)
Bradenton Area

RFQ #13-0644-OV

Quote "A" Based on Completion Time of 120 Calendar Days

ITEM NO.	PART NO.	DESCRIPTION	QTY	UNITS	QUOTE PRICE	TOTAL QUOTED PRICE PRICE (\$)
14	570-1-2	PERFORMANCE TURF, SOD (INCL. FERT. AND WATER)	686	SY	\$	\$
SUBTOTAL ROADWAY (ONLY)						\$
SIGNING AND MARKING						
15	700-20-40	SINGLE POST SIGN, RELOCATE	5	AS	\$	\$
SUBTOTAL SIGNING AND MARKINGS (ONLY)						\$
MANATEE COUNTY MISCELLANEOUS						
16	MC-1	UTILITY COORDINATION	1	LS		\$20,000.00
17		DISCRETIONARY WORK	1	LS		\$15,000.00
MANATEE COUNTY MISCELLANEOUS (SUBTOTAL ONLY)						\$
QUOTE "A" BASED ON 120 CALENDAR DAY COMPLETION TIME					GRAND TOTAL	\$

QUOTER: _____

AUTHORIZED SIGNATURE: _____

00300-2
 Quote "A" 120 Calendar Days

Quote Form / Subcontractor Percentage
(Submit in Triplicate) Section 00300

Manatee County Area Transit (MCAT) of Bus Stop Improvements for ADA Compliance
(1) North Bradenton Area (2) Southwest Bradenton Area (3) 14th Street West (SR45) Bradenton Area
RFQ #13-0644-OV/Project No. 9008930

Quote "A" Based on Completion Time of 120 Calendar Days

ITEM NO.	PART NO.	DESCRIPTION	DESCRIPTION OF WORK BY SUBCONTRACTOR	NAME AND CONTACT INFORMATION OF SUBCONTRACTOR		
				%	MBE/WBE	
1	0101-1	MOBILIZATION				
2	0102-1	MAINTENANCE OF TRAFFIC				
3	104-10-3	SEDIMENT BARRIER				
4	104-18	INLET PROTECTION SYSTEM				
5	110-1-1	CLEARING & GRUBBING				
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT				
7	110-7-1	MAILBOX, F & I SINGLE				
8	120-1	REGULAR EXCAVATION				
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E				
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F				
11	520-2-4	CONCRETE CURB, TYPE D				
12	522-1	SIDEWALK CONCRETE 4" THICK				
13	522-2	SIDEWALK CONCRETE 6" THICK				
14	570-1-2	PERFORMANCE TURF, SOD (INCL. FERT. AND WATER)				

QUOTER: _____

AUTHORIZED SIGNATURE: _____

**Quote Form / Subcontractor Percentage
(Submit in Triplicate) Section 00300**

**Manatee County Area Transit (MCAT) of Bus Stop Improvements for ADA Compliance
(1) North Bradenton Area (2) Southwest Bradenton Area (3) 14th Street West (SR45) Bradenton Area
RFQ #13-0644-OV/Project No. 9008930**

Quote "A" Based on Completion Time of 120 Calendar Days

ITEM NO.	PART NO.	DESCRIPTION	DESCRIPTION OF WORK BY SUBCONTRACTOR	NAME AND CONTACT INFORMATION OF SUBCONTRACTOR		
				%	MBE/WBE	
15	700-20-40	Single Post Sign Relocate				

This is a duplication of the Quote Items where the Quoter shall state the percentage of work (of each item listed) and a description of the work which shall be performed by a subcontractor.

QUOTER:_____

AUTHORIZED SIGNATURE:_____

Quote Form
(Submit in Triplicate) Section 00300

**Manatee County Area Transit (MCAT) of Bus Stop Improvements For ADA
Compliance (Project No. 9008930)**
(1) North Bradenton Area (2) Southwest Bradenton Area (3) 14th Street West (SR45)
Bradenton Area
RFQ #13-0644-OV

Quote "B" Based on Completion Time of 150 Calendar Days

ITEM NO.	PART NO.	DESCRIPTION	QTY	UNITS	QUOTE PRICE	TOTAL QUOTED PRICE PRICE (\$)
1	0101-1	MOBILIZATION	1	LS	\$	\$
2	0102-1	MAINTENANCE OF TRAFFIC	1	LS	\$	\$
3	104-10-3	SEDIMENT BARRIER	2,018	LF	\$	\$
4	104-18	INLET PROTECTION SYSTEM	10	EA	\$	\$
5	110-1-1	CLEARING & GRUBBING	1	LS	\$	\$
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	538	SY	\$	\$
7	110-7-1	MAILBOX, F & I SINGLE				
8	120-1	REGULAR EXCAVATION	130	CY	\$	\$
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E	240	LF	\$	\$
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F	67	LF	\$	\$
11	520-2-4	CONCRETE CURB, TYPE D	97	LF	\$	\$
12	522-1	SIDEWALK CONCRETE 4" THICK	749	SY	\$	\$
13	522-2	SIDEWALK CONCRETE 6" THICK	723	SY	\$	\$

QUOTER: _____

00300-5

Quote "B" 150 Calendar Days

AUTHORIZED SIGNATURE: _____

Quote Form
(Submit in Triplicate) Section 00300

**Manatee County Area Transit (MCAT) of Bus Stop Improvements For ADA
Compliance (Project No. 9008930)**
(1) North Bradenton Area (2) Southwest Bradenton Area (3) 14th Street West (SR45)
Bradenton Area

RFQ #13-0644-OV

Quote "B" Based on Completion Time of 150 Calendar Days

ITEM NO.	PART NO.	DESCRIPTION	QTY	UNITS	QUOTE PRICE	TOTAL QUOTED PRICE PRICE (\$)
14	570-1-2	PERFORMANCE TURF, SOD (INCL. FERT. AND WATER)	686	SY	\$	\$
SUBTOTAL ROADWAY (ONLY)						\$
SIGNING AND MARKING						
15	700-20-40	SINGLE POST SIGN, RELOCATE	5	AS	\$	\$
SUBTOTAL SIGNING AND MARKINGS (ONLY)						\$
MANATEE COUNTY MISCELLANEOUS						
16	MC-1	UTILITY COORDINATION	1	LS		\$20,000.00
17		DISCRETIONARY WORK	1	LS		\$15,000.00
MANATEE COUNTY MISCELLANEOUS (SUBTOTAL ONLY)						\$
QUOTE "B" BASED ON 150 CALENDAR DAY COMPLETION TIME					GRAND TOTAL	\$

QUOTER: _____

AUTHORIZED SIGNATURE: _____

00300-6
Quote "B" 150 Calendar Days

**Quote Form / Subcontractor Percentage
(Submit in Triplicate) Section 00300**

**Manatee County Area Transit (MCAT) of Bus Stop Improvements for ADA Compliance
(1) North Bradenton Area (2) Southwest Bradenton Area (3) 14th Street West (SR45) Bradenton Area
RFQ #13-0644-OV/Project No. 9008930**

Quote "B" Based on Completion Time of 150 Calendar Days

ITEM NO.	PART NO.	DESCRIPTION	DESCRIPTION OF WORK BY SUBCONTRACTOR	NAME AND CONTACT INFORMATION OF SUBCONTRACTOR		
				%	MBE/WBE	
1	0101-1	MOBILIZATION				
2	0102-1	MAINTENANCE OF TRAFFIC				
3	104-10-3	SEDIMENT BARRIER				
4	104-18	INLET PROTECTION SYSTEM				
5	110-1-1	CLEARING & GRUBBING				
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT				
7	110-7-1	MAILBOX, F & I SINGLE				
8	120-1	REGULAR EXCAVATION				
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E				
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F				
11	520-2-4	CONCRETE CURB, TYPE D				
12	522-1	SIDEWALK CONCRETE 4" THICK				
13	522-2	SIDEWALK CONCRETE 6" THICK				
14	570-1-2	PERFORMANCE TURF, SOD (INCL. FERT. AND WATER)				

QUOTER: _____

AUTHORIZED SIGNATURE: _____

Quote Form / Subcontractor Percentage**(Submit in Triplicate) Section 00300****Manatee County Area Transit (MCAT) of Bus Stop Improvements for ADA Compliance****(1) North Bradenton Area (2) Southwest Bradenton Area (3) 14th Street West (SR45) Bradenton Area****RFQ #13-0644-OV/Project No. 9008930****Quote "B" Based on Completion Time of 150 Calendar Days**

ITEM NO.	PART NO.	DESCRIPTION	DESCRIPTION OF WORK BY SUBCONTRACTOR	NAME AND CONTACT INFORMATION OF SUBCONTRACTOR		
				%	MBE/WBE	
15	700-20-40	Single Post Sign Relocate				

This is a duplication of the Quote Items where the Quoter shall state the percentage of work (of each item listed) and a description of the work which shall be performed by a subcontractor.

QUOTER: _____

AUTHORIZED SIGNATURE: _____

Buy America Certification

(Title 49 U.S.C. Section 50101)

PROJECT NAME:	
AIRPORT NAME:	
AIP NUMBER:	

This solicitation and any resulting contract are subject to the Buy America requirements of 49 U.S.C. Section 50101. The bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

U.S.C. Section 50101 - Buying goods produced in the United States

- (a) Preference. - The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106(k), 44502(a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.
- (b) Waiver. - The Secretary may waive subsection (a) of this section if the Secretary finds that -
 - (1) Applying subsection (a) would be inconsistent with the public interest;
 - (2) The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
 - (3) When procuring a facility or equipment under section 44502(a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title -
 - A. The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment; and
 - B. Final assembly of the facility or equipment has occurred in the United States; or
 - (4) Including domestic material will increase the cost of the overall project by more than 25 percent.
- (c) Labor Costs. - In this section, labor costs involved in final assembly are not included in calculating the cost of components.

* * * * *

Please note that approval of waivers listed under (b) (1) & (2) above, can only be approved by the FAA Office of Airports in Washington DC and approval is rare. Waivers listed under (b) (3) & (4) may be approved by FAA Regional or District Offices. A listing of Equipment and Products that have been approved and on the national waiver list may be located at: http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls

As a matter of bid responsiveness, the bidder or offeror must complete and submit this certification with their bid proposal. The bidder must sign and date the certification. The bidder/offeror must indicate how they propose to comply with the Buy America provision by selecting one of the following certification statements.

- ☐ The bidder hereby certifies that it will comply with Title 49 U.S.C Section 50101(a) by only installing steel and manufactured products produced in the United States of America. The bidder further agrees that if chosen as the apparent low bid, it will submit documentation to the owner that demonstrate all steel and manufactured products are 100% manufactured in the United States.
- ☐ The bidder hereby certifies that it cannot fully comply with the Buy America preferences of Title 49 U.S.C Section 50101(a); the bidder therefore requests a waiver per Title 49 U.S.C Section 50101(b). The bidder further agrees that upon notification from the Owner, the bidder identified with the apparent low bid agrees to prepare and submit a waiver request and component calculation information to the owner within _____ calendar days of the date of the notice of apparent low bid.

Bidder's Firm Name

Date

Signature

00300-9

**SWORN STATEMENT
THE FLORIDA TRENCH SAFETY ACT**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR BY AN OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This Sworn Statement is submitted with RFQ No. #13-0644-OV
2. This Sworn Statement is submitted by _____
whose business address is _____
and, if applicable, its Federal Employer Identification Number (FEIN) is _____. If
the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement _____.
3. Name of individual signing this Sworn Statement is: _____,
Whose relationship to the above entity is: _____.
4. The Trench Safety Standards that will be in effect during the construction of this project shall
include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT,
and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1,
1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety
Standards and agrees to indemnify and hold harmless the Owner and Engineer, and any of
their agents or employees from any claims arising from the failure to comply with said
standard.
6. The undersigned has appropriated the following costs for compliance with the applicable
standards:

Trench Safety Measure	Units of Measure	Unit		
Extended				
<u>(Description)</u>	<u>(LF, SY)</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Cost</u>
a. _____	_____	_____	\$ _____	_____
b. _____	_____	_____	\$ _____	_____
c. _____	_____	_____	\$ _____	_____
d. _____	_____	_____	\$ _____	_____

7. The undersigned intends to comply with these standards by instituting the following
procedures:

_____.

THE UNDERSIGNED, in submitting this Bid, represents that they have reviewed and considered all
available geotechnical information and made such other investigations and tests as they may deem
necessary to adequately design the trench safety system(s) to be utilized on this project.

(AUTHORIZED SIGNATURE / TITLE)

SWORN to and subscribed before me this ____ day of _____, 2012
(impress official seal)

Notary Public, State of Florida
My commission expires: _____

CONTRACTOR'S QUESTIONNAIRE

The Quoter warrants the truth and accuracy of all statements and answers herein contained. **(Include additional sheets if necessary.)**

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

1. LICENSE # and _____
COMPANY'S NAME _____

CO. PHYSICAL
ADDRESS: _____

TELEPHONE NUMBER: (____) _____ FAX (____) _____

EMAILADDRESS: _____

2. Quoting as an; individual ____ a partnership ____ a corporation; ____
a joint venture; ____

3. If a partnership: list names and addresses of partners; if a corporation: list names of officers, directors, shareholders, and state of incorporation; if joint venture: list names and address of ventures' and the same if any venture are a corporation for each such corporation, partnership, or joint venture:

4. Your organization has been in business under this firm's name as a
_____ for how many years? _____.

5. Provide a list of key personnel you propose to use and their qualifications and experience.

6. Provide at least three (3) examples of similar projects which you have completed satisfactorily within the past two (2) years.

1. _____

2. _____

3. _____

7. Describe and give the date and owner of the last three government projects you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity). Include contact name and phone number:

8. Have you ever been assessed liquidated damages under a contract during the past five (5) years? If so, state when, where (contact name, address, and phone number) and why.

9. Have you ever failed to complete work awarded to you? If so, state when, where and provide Contact name, address, phone number and why?

10. Have you ever been debarred or prohibited from bidding on a governmental entity's construction project? If yes, name the entity and describe the circumstances:

11. Name three individuals, governmental entities, or corporations for which you have performed similar work and to which you refer. Include contact name and phone number:

1. _____

2. _____

3. _____

12. Describe and give the date and owner of the last three (3) private contracts you have completed which are similar in cost, type, size and nature. Include contact name and phone number. Also include: Project Title, Location and Work Summary, Contractor's Project Manager.

1. _____

2. _____

3. _____

13. What specific steps have you taken to examine the physical conditions at or contiguous to the site, including but not limited to, the location of existing underground facilities? State date of Site Visit.

14. What specific physical conditions, including, but not limited to, the location of existing underground facilities have you found which will, in any manner, affect cost progress, performance, or finishing of the work?

15. Will you subcontract any part of this Work? If so, describe which major portion(s):

16. If any, list (with contract amount) WBE/MBE to be utilized:

17. What equipment do you own to accomplish this Work?

18. What equipment will you purchase / rent for the Work? (Specify which)

19. Provide detail of your organization's initiative to meet the goal of encouraging and promoting environmentally preferable "green" products?

-
20. List the following in connection with the Surety which is providing the Bond(s):

Surety's Name: _____

Surety's Address: _____

Surety's Address: _____

Name, address and phone number of Surety's resident agent for service of process in Florida:

Phone: (_____) _____

Email _____

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION
SWORN STATEMENT PURSUANT TO ARTICLE 5,
MANATEE COUNTY PURCHASING CODE

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

This sworn statement is submitted to the Manatee County Board of County Commissioners by _____ [print individual's name and title]

for _____ [print name of entity submitting sworn statement]

whose business address is: _____

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

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

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

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

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

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

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

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

(Continued)

set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control

shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____,
20_____ by _____

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

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

SECTION 00500
FORM OF AGREEMENT
BETWEEN THE
COUNTY OF MANATEE, FLORIDA
AND THE CONTRACTOR AS IDENTIFIED BELOW
ON THE BASIS OF A STIPULATED UNIT COST CONTRACT PRICE

THIS AGREEMENT is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the state of Florida, hereinafter referred to as the "COUNTY" and (insert Contractor name), hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the state of Florida, with offices located at (insert Contractor address).

ARTICLE 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for (RFQ#13-0644-OV, Manatee County Area Transit (MCAT) of Bus Stop Improvements for ADA Compliance) in strict accordance with Contract Documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

ARTICLE 2. COMPENSATION

As compensation to the CONTRACTOR, the COUNTY shall pay and the CONTRACTOR will accept as full consideration for the performance of all Work required by (RFQ#13-0644-OV, Manatee County Area Transit (MCAT) of Bus Stop Improvements for ADA Compliance), subject to additions and deductions as provided therein, the sum of (Insert award amount, including discretionary \$000000.00) for Bid "A or B" based on a Completion Time of (insert days) calendar days.

ARTICLE 3. LIQUIDATED DAMAGES

Time is of the essence in this Agreement. As of the date of this Agreement, the damages that will be suffered by the County in the event of the Contractor's failure to timely complete the Work are impossible to determine. In lieu thereof, it is agreed that if the Contractor fails to achieve Substantial Completion of the Work within ____ calendar days of issuance of the

Notice to Proceed (accounting, however, for any extensions of time granted pursuant to approved Change Orders), the Contractor shall pay to the County, as liquidated damages (and not as a penalty), the sum of \$_____ per calendar day for each day beyond _____ days until the Contractor achieves Substantial Completion. The County shall have the option of withholding said liquidated damages from any Pay Application(s) thereafter submitted by the Contractor. Alternatively, the Contractor shall immediately pay said sums to the County upon the County's demand for same.

ARTICLE 4. ENGINEER

The County of Manatee; Project Management Department, is responsible as the COUNTY and Cardno TBE, hereinafter referred to as "ENGINEER," designed this project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of the COUNTY'S project management team which is collectively responsible in ensuring the Work is completed in accordance with the Contract Documents. All communications involving this project will be addressed to: **Mr. Walter Sowa, Sr. Engineering Specialist.** and to Mr. Larry R. Mau, PE, Project Manager for Cardno TBE. All invoices will be addressed to Mr. Sowa with copies of invoices to Mr. Larry R Mau, P.E., Project Manager, Cardno, TBE.

County of Manatee
Public Works Department
Project Management Division
Mr. Walter Sowa
Sr. Engineering Specialist
RFQ#13-0644-OV
1022 26th Avenue East
Bradenton, FL 34208
Phone (941) 708-7450 / Ext. 7332

Cardno TBE
Attn: Mr. Larry R. Mau, PE
Project Manager
22 Sarasota Center Blvd.
Sarasota, FL 34240
Phone (941) 377-9084 / Ext. 233

Where the terms ENGINEER and/or COUNTY are used in the Contract Documents, it shall mean the COUNTY'S project management team.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has familiarized itself with the nature and extent of the Bid Documents, Work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 5.2 CONTRACTOR has studied carefully all drawings of the physical conditions upon which CONTRACTOR is entitled to rely.
- 5.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Bid Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 5.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Bid Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. Any additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities conducted by the CONTRACTOR will be done at the CONTRACTOR'S expense.

- 5.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bid.
- 5.6 CONTRACTOR has given COUNTY written notice of all conflicts, errors or discrepancies that have been discovered in the Bid Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- 5.7 CONTRACTOR shall schedule and perform the Work subject to COUNTY'S approval and shall hold COUNTY harmless from all liabilities incurred due to CONTRACTOR'S failure to coordinate with the COUNTY.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between COUNTY and CONTRACTOR concerning the Work consist of the following:

- 6.1 This Agreement and Bid Document (**RFQ#13-0644-OV**)
- 6.2 Performance and/or other Bonds and Insurance Certificate(s)
- 6.3 Drawings/Plans (not attached)
- 6.4 Addendum number _#_ to _#_ inclusive
- 6.5 CONTRACTOR'S Bid Form
- 6.6 Reports

- 6.7 The following, which may be delivered or issued after the effective date of the Agreement and are not attached hereto: all written Change Orders and other documents amending, modifying, or supplementing the Contract Documents.
- 6.8 The documents listed in paragraphs above are attached to this Agreement (except as noted otherwise above). There are no Contract Documents other than those listed above in this Article 6.

ARTICLE 7. MISCELLANEOUS

- 7.1 Terms used in this Agreement are defined in Article 1 of the General Conditions.
- 7.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignee from any duty or responsibility under the Contract Documents.
- 7.3 COUNTY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

**AGREEMENT
RFQ #13-0644-OV**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives.

CONTRACTOR

By: _____

Print Name & Title of Signer

Date: _____

COUNTY OF MANATEE, FLORIDA

By: _____
Melissa M. Wendel, CPPO
Purchasing Official

Date: _____

STATEMENT OF NO OFFER

If you do not intend to quote please return this form immediately:

Acceptable methods of return:

EMAIL-----see front of Request For Quote.

FAX----- (941) 749-3034

MAIL TO:

**Manatee County Purchasing Office
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205**

We, the undersigned, have declined to quote on RFQ#13-0644-OV, for the following reason(s):

- ☐ Specifications too restrictive
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform
- ☐ Unable to meet specifications
- ☐ Specifications unclear (explain below)
- ☐ Other (specify below)

REMARKS PLEASE PRINT

Company Name _____

Company Address _____

Telephone: _____

Date: _____

Signature: _____

Print or type name and title of above signer

GENERAL CONDITIONS
For Construction Quotations as a Stipulated Unit Cost Contract

ARTICLE 1. DEFINITIONS

Whenever used in the Bid documents, the following terms have the meaning indicated which are applicable to both the singular and plural thereof:

Addendum - Written or graphic instruments issued prior to the opening of Bids which clarify or change the Bidding documents or the Contract documents.

Agreement - The written Agreement between Owner and Contractor covering the Work to be performed; other Contract documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment - The form accepted by the Project Representative which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract documents.

Award - Acceptance of the Bid from the person, firm, or corporation which in the Owner's sole and absolute judgment will under all circumstances best serve the public interest. Award shall be made in accordance with Manatee County Code of Laws.

Bid - The offer of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder - One who submits a Bid directly to the Owner, as distinct from a Sub-bidder, who submits a Bid to a Bidder.

Bidding Documents - Consists of the Invitation for Bid, which includes but is not limited to the Bid Form, drawings, technical specifications, terms and conditions, and the proposed Contract documents (including all addenda issued prior to receipt of Bids); and becomes a part of the Agreement.

Bonds - Performance and payment bonds and other instruments of security.

Change Order - A document recommended by the Project Representative which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract price or the Contract time, issued on or after the effective date of the Agreement.

Compensable Delay - Any delay beyond the control and without the fault or negligence of the Contractor resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by Owner.

Contract Documents - The Agreement, addenda (which pertain to the Contract documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award), the bonds, the specifications, special provisions and the drawings, together with all amendments, modifications and supplements issued on or after the effective date of the Agreement.

Contract Price - The monies payable by Owner to Contractor under the Contract documents as stated in the Agreement.

Contract Time - The number of days or the date stated in the Notice to Proceed for the completion of the Work.

Contractor - The person, firm or corporation with whom Owner has entered into an Agreement.

Days - All references to days are to be considered calendar days except as specified differently.

Defective - An adjective which when modifying the Work refers to work that is unsatisfactory, faulty or deficient, or does not conform to the Contract documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract documents, or has been damaged prior to Project Representative's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner).

Discretionary - Payment for all Work that shall be made only at the Owner's discretion in order to satisfactorily complete the project in accordance with the plans and specifications.

Drawings - The drawings which show the character and Scope of Work to be performed and which have been prepared or approved by Engineer and are referred to in the Bidding and Contract documents.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective (date of execution).

Excusable Delay - Any delay beyond the control and without the negligence of the Contractor, the Owner, or any other Contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, fires, floods, freight embargoes, acts of government other than Owner or epidemics. Labor disputes and above average rainfall shall give rise only to excusable delays.

Field Order - A written order issued by Project Representative which orders minor changes in the Work, but which does not involve a change in the Contract price or the Contract time.

Float or Slack Time - The time available in the progress schedule during which an unexpected activity can be completed without delaying substantial completion of the Work.

Inexcusable Delay - Any delay caused by events or circumstances within the control of the Contractor, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the Contractor.

Non-prejudicial Delay - Any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract time.

Notice of Award - The written notice to the successful Bidder stating Award has been approved by the Board of County Commissioners; or by the Purchasing Official in accordance with Manatee County Code of Laws, Chapter 2-26, Manatee County Purchasing Ordinance.

Notice of Intent to Award - The written notice to the apparent low Bidder stating Award has been recommended with final Award to be authorized by the Board of County Commissioners.

Notice to Proceed - Written notice by Owner (after execution of Contract) to Contractor fixing the date on which the Contract time will commence to run and on which Contractor shall start to perform (ten (10) days from date of such notice) Contractor's obligations under the Contract documents.

Owner - Manatee County, Florida, Board of County Commissioners.

Preconstruction Conference - Prior to starting the Work, a meeting scheduled by Owner with Contractor to review the Work schedules, to establish procedures for handling shop drawings and other submissions, for processing periodical pay estimates, and such other matters as may be pertinent to the project.

Prejudicial Delay - Any excusable or compensable delay impacting the Work and exceeding the total float available in the progress schedule, thus preventing completion of the Work within the Contract time unless the Work is accelerated.

Pre-operation Testing - All field inspections, installation checks, water tests, performance tests and necessary corrections required of Contractor to demonstrate that individual components of the Work have been properly constructed and do operate in accordance with the Contract documents for their intended purposes.

Project - The total construction of which the Work to be provided under the Contract documents may be the whole or a part as indicated elsewhere in the Contract documents.

Project Representative - The authorized representative of Owner who is assigned to the project or any part thereof.

Schedule of Values – Unit prices shall be established for this Contract by the submission of a schedule of values. The Contractor shall submit a schedule of values within ten (10) days of Notice to Proceed date. The schedule shall include quantities and prices of items equaling the Total Bid Price and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by Contractor to illustrate material or equipment for some portion of the Work.

Special Provisions: As required to define work or procedures not covered in the standard specifications, and as necessary to supplement or modify items in the standard specifications.

Specifications - Those portions of the Contract documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual or corporation having a direct contact with Contractor or with any other Subcontractor for the performance of a part of the Work at the site. Such person or firm has contractual relations with the Contractor, not with the Owner.

Substantial Completion - The Work (or a specified part thereof) has progressed to the point when, in the opinion of the Engineer as evidenced by Engineer's definitive certificate of substantial completion, it is sufficiently complete in accordance with Contract documents so that the Work can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due.

Successful Bidder - The lowest, responsible and responsive Bidder to whom an Award is made.

Supplier - A manufacturer, fabricator, supplier, distributor, material man or vendor.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments and any encasement containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work - Work to be paid for on the basis of unit prices.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract documents.

Work Directive Change - A written directive to Contractor, issued on or after the effective date of the Agreement and signed by Owner and recommended by Project Representative ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or to emergencies. A work directive change may not change the Contract price or the Contract time; but is evidence that the parties expect that the change directed or documented by a work directive change will be incorporated in a subsequently issued change order following negotiations by the parties as to its effect, if any, on the Contract price or Contract time.

Written Amendment - A written amendment of the Contract documents, signed by Owner and Contractor on or after the effective date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly work related aspects of the Contract documents.

ARTICLE 2. PRELIMINARY MATTERS

Computation of Time: When time is referred to in the Contract documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.

- 2.1 The Contractor must submit a proposed schedule of the Work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the Work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule Work provided such rescheduling is in accord with the remainder of terms of the Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the Work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the

Contractor for each month and the approximate number of crews and equipment to be used. The Owner, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the Work under the Contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.

- 2.2 A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. The Contract time will commence at the time specified in such notice. Contractor shall start to perform the Work on the date specified in the Notice to Proceed, but no Work shall be done at the site prior to the date on which the Contract time commences to run.
- 2.3 If at any time the materials and appliances to be used appear to the Owner as insufficient or improper for securing the quality of Work required or the required rate of progress, the Owner may order the Contractor to increase his efficiency or to improve the character of his Work and the Contractor shall conform to such an order. The failure of the Owner to demand any increase of such efficiency or any improvement shall not release the Owner from his obligation to secure the quality of Work or the rate of progress necessary to complete the Work within the limits imposed by the Contract. The Owner may require the Contractor to remove from the Work such employees as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Work is deemed to be contrary to the Owner's interest.
- 2.4 The Owner reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

ARTICLE 3. CONTRACT DOCUMENTS: INTENT, AMENDING, RE-USE

- 3.1 The Contract documents comprise the entire Agreement between Owner and Contractor concerning the Work. The Contract documents are complementary; what is called for by one is as binding as if called for by all. The Contract documents will be construed in accordance with the laws and ordinances of the State of Florida and Manatee County.

Should a conflict exist within the Contract documents, the precedence in ascending order of authority are as follows: 1) Standard Printed Contract Documents, 2) Special Conditions, 3) General Conditions, and 4) Drawings.

Note: Computed dimensions shall govern over scaled dimensions.

- 3.2 It is the intent of the Contract documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract documents. Any work, materials or equipment that may reasonably be inferred from the Contract documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract documents) shall be effective to change the duties and responsibilities of Owner, Contractor or Engineer, or any of their agents or employees from those set forth in the Contract documents.
- 3.3 The Contract documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
- 3.3.1 A Formal Written Amendment
 - 3.3.2 A Change Order
 - 3.3.3 Administrative Contract Adjustment (ACA)
 - 3.3.4 A Work Directive Change
- 3.4 In addition, the requirements of the Contract documents may be supplemented and minor variations and deviations in the Work may be authorized in one or more of the following ways:
- 3.4.1 Discretionary Work – Field Directive
 - 3.4.2 Engineer's approval of a Shop Drawing or sample

ARTICLE 4. CONTRACTOR'S RESPONSIBILITIES

- 4.1 Contractor shall keep on the Work at all times during its progress a competent resident superintendent; who shall be the Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- 4.2 Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the Contract documents, all Work at the site shall be performed during regular working hours and Contractor will not permit overtime work or the performance of work on Saturday, Sunday or legal holiday without Owner's written consent given after prior notice to Engineer (at least seventy-two (72) hours in advance).
- 4.2.1 Contractor shall pay for all additional engineering charges to the Owner for any overtime work which may be authorized. Such additional engineering charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner on account of such overtime work. At Owner's option, overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.
- 4.3 Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 4.4 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract documents. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the Contract documents.
- 4.5 Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract

with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract documents shall create any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of Owner to pay or to see to the payment of any monies due any such Subcontractor, Supplier or other person or organization.

- 4.6 Permits: Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 4.7 During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to original conditions all property not designated for alteration by the Contract documents.
- 4.8 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- 4.9 Safety and Protection: Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
 - 4.9.1 all employees on the work and other persons and organizations who may be affected thereby;
 - 4.9.2 all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - 4.9.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

- 4.9.4 Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic way for the public and preservation of the Owner's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed.
- 4.10 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or Owner, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract documents have been caused thereby. If Owner determines that a change in the Contract documents is required because of the action taken in response to an emergency, a work directive change or change order will be issued to document the consequences of the changes or variation.
- 4.11 For substitutes not included with the Bid, but submitted after the effective date of the Agreement, Contractor shall make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change, all of which will be considered by the Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, Owner/Engineer and Contractor shall have access to any available float time in the construction schedule. In the event that substitute materials or equipment not included as part of the Bid, but proposed after the effective date of the Agreement, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate change order executed.

- 4.11.1 If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the Contract documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Engineer if Contractor submits sufficient information to allow Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract documents.
- 4.11.2 Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Engineer's prior written acceptance which will be evidenced by either a change order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- 4.11.3 Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the Work while the substitute was undergoing review.
- 4.12 The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the construction work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the project or parts of the project critical are involved, the Contractor will employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the Work. The Contractor will be held responsible for the preservation of all stakes, marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they will be immediately and accurately replaced by the Contractor.
- 4.13 The Contractor has, by careful examination, satisfied himself as to the nature and location of the Work and all other matters which can in any way affect the Work under this Contract, including, but not limited to details pertaining to boring, as shown on the drawings, are not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the Work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make his own interpretation of the subsoil investigations

and other preliminary data, and shall base his Bid on his own opinion of the conditions likely to be encountered. In no event shall an extension of time be considered for any conditions that existed at the time of bidding, nor shall the Contractor receive extra compensation for completion of the project as intended by the drawings and in keeping with the Contract documents. No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

- 4.14 If the Contractor, in the course of the Work, finds that the drawings and/or Contract documents cannot be followed, he shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's risk.

ARTICLE 5. OWNER'S RESPONSIBILITIES

- 5.1 Owner shall furnish the data required of Owner under the Contract documents promptly and shall make payments to the Contractor within a reasonable time (no more than twenty (20) days) after the Work has been accepted by the Owner. The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract documents shall be determined by the Owner/Engineer. Standard County forms shall be utilized.
- 5.2 The Owner shall provide the lands upon which the Work under this Contract is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same.
- 5.3 The Owner shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract documents.

ARTICLE 6. CHANGES IN THE WORK

- 6.1 Without invalidating the Agreement and without notice to any Surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a change order, or a work directive change. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract documents (except as otherwise specifically provided).

- 6.2 Contractor shall not be entitled to an increase in the Contract price or an extension of the Contract time with respect to any Work performed that is not required by the Contract documents as amended, modified and supplemented.
- 6.3 Owner and Contractor shall execute appropriate change orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work.
- 6.4 At any time Engineer may request a quotation from Contractor for a proposed change in the Work and within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract price or Contract time for the proposed change. Engineer shall have twenty-one (21) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

ARTICLE 7. CHANGE OF CONTRACT PRICE

- 7.1 The Contract price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract price.
- 7.2 The Contract price may only be changed by change order or by a written amendment. Any claim for an increase or decrease in the Contract price shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within ten (10) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event.
- 7.3 The value of any Work covered by a change order or of any claim for an increase or decrease in the Contract price shall be determined in one of the following ways (at Owner's discretion):

- 7.3.1 Where the Work involved is covered by unit prices contained in the Contract documents, cost will be determined by application of such unit prices to the quantities of the items involved.
- 7.3.2 By mutual acceptance of lump sum.
- 7.3.3 On the basis of the cost of the Work, plus a 15% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)
- 7.4 Either Owner or Contractor may make a claim for an adjustment in the Contract price. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment under the following conditions:
 - 7.4.1 If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract price and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
 - 7.4.2 If there is no corresponding adjustment with respect to any other item of Work; and
 - 7.4.3 If a Contractor believes that it has incurred additional expense as a result thereof; or
 - 7.4.4 If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or
 - 7.4.5 If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

ARTICLE 8. CHANGE OF CONTRACT TIME

- 8.1 Contract time may only be changed by a change order or a written amendment. Any claim for an extension or shortening of the Contract time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event.
- 8.2 The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional

Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God.

8.3 All time limits stated in the Contract documents are of the essence.

ARTICLE 9. WARRANTY, TEST/INSPECTION, CORRECTION

9.1 Contractor warrants (for a minimum period of three (3) years or as otherwise stated herein) and guarantees to Owner that all Work will be in accordance with the Contract documents and will not be defective; that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the Work at reasonable time for their observation, inspecting and testing (Contractor shall give Engineer timely notice of readiness of the Work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner).

9.2 If any Work (including work of others) that is to be inspected, tested, or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract documents.

9.3 If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract documents, Owner may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of engineers, architects, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional Work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to an extension of the Contract time and the recovery of delay damages due to correcting or removing defective Work.

9.3.1 If Contractor fails within seven (7) days after written notice to correct defective Work, or fails to perform the Work in accordance with the Contract documents, or fails to comply with any other

provision of the Contract documents, Owner may correct and remedy any such deficiency to the extent necessary to complete corrective and remedial action. Owner may exclude Contractor from all or part of the site, take possession of all or part of the Work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere. All direct and indirect costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Engineer and a change order will be issued incorporating the necessary revisions.

- 9.3.2 If within three (3) years after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective Work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor.

ARTICLE 10. SUSPENSION/TERMINATION OF WORK

- 10.1 Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which Work will be resumed. Contractor shall be allowed an increase in the Contract price or an extension of the Contract time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore.
- 10.2 Owner may terminate the Contract if Contractor commences a voluntary case under any chapter of the Bankruptcy Code or any similar action by filing a petition under any other federal or state law relating to the bankruptcy or insolvency; if a petition is filed against the Contractor under any chapter of the Bankruptcy Code or similar relief under any other federal or state law; if Contractor persistently fails to perform the Work in accordance with the Contract documents; if Contractor disregards laws or regulations of any public body having jurisdiction or the Engineer; or otherwise violates in any substantial way any provisions of the Contract.
- 10.2.1 Owner may, after giving Contractor (and the Surety, if there is one) seven (7) days written notice and to the extent permitted by laws and regulations, terminate the services of Contractor; exclude Contractor from the site and take possession of the Work and of all

Contractor's tools, construction equipment and machinery at the site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the Work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the Work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract price, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner and incorporated in a change order; but in finishing the Work, Owner shall not be required to obtain the lowest figure for the Work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.

- 10.3 If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) days by Owner or under an order of court or other public authority, or Engineer fails to act on any application or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon seven (7) days written notice to Owner terminate the Agreement and recover from Owner payment for all Work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Engineer has failed to act on any application of payment or Owner has failed to make any payment as aforesaid, Contractor may upon seven (7) days written notice to Owner stop the Work until payment of all amounts then due.

ARTICLE 11. CONTRACT CLAIMS

- 11.1 The rendering of a decision by Engineer with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the Contract documents or by laws or regulations in respect of any such claim, dispute or other matter. No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty (30) days after the date on which Owner/Engineer has rendered such written decision in respect thereof. Failure to bring an action within said thirty (30) day period shall result in Engineer's decision being final and binding on the Contractor. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.
- 11.2 Before bringing any action in court pertaining to any claim, dispute or other matter in question(s) arising out of or relating to the Contract documents or the breach thereof, or Engineer's final decision, except for claims which have been waived by the making and acceptance of final payment, the Contractor shall first submit written notice(s) of Contract claims to the Purchasing Official for a decision; within the earlier of sixty (60) days after the last date on which the Contractor provided any goods or services required by the Contract or after the date on which the Contractor knew or should have known such a claim existed. The Manatee County Code of Laws, Section 2-26-63, Contract Claims, details the requirements and process for such a claim.

ARTICLE 12. RESIDENT PROJECT REPRESENTATIVE - DUTIES,

RESPONSIBILITIES

- 12.1 Resident Project Representative is Engineer/Owner's Agent, who will act as directed by and under the supervision of the Engineer, and who will confer with Owner/Engineer regarding his actions. Resident Project Representative's dealing in matters pertaining to the on-site Work shall, in general, be only with the Owner/Engineer and Contractor and dealings with Subcontractors shall only be through or with the full knowledge of Contractor.
- 12.2 Resident Project Representative will:
- 12.2.1 Review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by Contractor and consult with Owner/Engineer concerning their acceptability.

- 12.2.2 Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
- 12.2.3 Serve as Owner/Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the Contract documents. As requested by Owner/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work.
- 12.2.4 Receive and record date of receipt of shop drawings and samples, receive samples which are furnished at the site by Contractor and notify Owner/Engineer of their availability for examination.
- 12.2.5 Advise Owner/Engineer and Contractor or his superintendent immediately of the commencement of any Work requiring a shop drawing or sample submission if the submission has not been approved by the Owner/Engineer.
- 12.2.6 Conduct on-site observations of the Work in progress to assist Owner/Engineer in determining if the Work is proceeding in accordance with the Contract documents and that completed Work will conform to the Contract documents.
- 12.2.7 Report to Owner/Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract documents, or does not meet the requirements of any inspections, tests or approvals required or if Work has been damaged prior to final payment; and advise Owner/Engineer when he believes Work should be corrected or rejected or should be uncovered of observation or requires special testing, inspection or approval.
- 12.2.8 Verify that tests, equipment and system start-ups and operating and maintenance instructions are conducted as required by the Contract documents and in the presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.

- 12.2.9 Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Engineer.
- 12.2.10 Transmit to Contractor, Owner/Engineer's clarifications and interpretations of the Contract documents.
- 12.2.11 Consider and evaluate Contractor's suggestions or modifications in drawings or Contract Documents and report them with recommendations to Owner/Engineer.
- 12.2.12 Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, Owner/Engineer's clarifications and interpretations of the Contract documents, progress reports and other project related documents.
- 12.2.13 Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to Owner/Engineer.
- 12.2.14 Record names, addresses and telephone numbers of all Contractors, Subcontractors and major Suppliers of materials and equipment.
- 12.2.15 Furnish Owner/Engineer periodic reports as required of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
- 12.2.16 Consult with Owner/Engineer in advance of scheduling major tests, inspections or start of important phases of the Work.
- 12.2.17 Report immediately the occurrence of any accident.
- 12.2.18 Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Engineer, noting particularly their relation to the Schedule of Values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

- 12.2.19 During the course of the Work, verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed, and deliver this material to Owner/Engineer for his review prior to final acceptance of the Work.
- 12.2.20 Before Owner/Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- 12.2.21 Conduct final inspection in the company of Owner/Engineer and Contractor and prepare a final list of items to be completed or corrected.
- 12.2.22 Verify that all items on final list have been completed or corrected and make recommendations to Owner/Engineer concerning acceptance.
- 12.3 Except upon written instructions of Owner/Engineer, Resident Project Representative:
 - 12.3.1 Shall not authorize any deviation from the Contract documents or approve any substitute materials or equipment;
 - 12.3.2 Shall not exceed limitations on Owner/Engineer's authority as set forth in the Contract documents;
 - 12.3.3 Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work;
 - 12.3.4 Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract documents;
 - 12.3.5 Shall not advise on or issue directions as to safety precautions and programs in connection with the Work;
 - 12.3.6 Shall not authorize Owner to occupy the project in whole or in part; and
 - 12.3.7 Shall not participate in specialized field or laboratory tests.

ARTICLE 13. APPRENTICES

- 13.1 If successful Contractor employs apprentices, he shall be governed and comply with the provisions of F.S. § 446.011.

NOTE: The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract shall be determined by the County. Standard County forms shall be utilized.

END OF SECTION

SPECIAL PROVISIONS- ATTACHMENT “A”

GENERAL

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

STANDARD SPECIFICATIONS

The standard Specifications to be used for this work shall be the Florida Department of Transportation (FDOT) *Standard Specifications for Road and Bridge Construction (2012/2013 Edition)*, and all Supplemental Specifications thereto, hereinafter referred to as the *Standard Specifications*, except as amended under this Contract.

These specifications cover the usual construction requirements for work specified by the County Transportation 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.

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 beyond limits of 25' construction, 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 ONE PER 200 LF
	FIELD DENSITY	AASHTO T-191 AND AASHTO T-204	PER PLANS	
SUBGRADE UNCLEAR NEW CURB	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T-180	N/A	PER SOIL CLASSIFICATION/ PER LABORATORY ONE PER 200 LF
	FIELD DENSITY	AASHTO T-191 AND AASHTO T-204	PER PLANS	
LIMEROCK/ SHELL BASE	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T-180	N/A	PER SOIL CLASSIFICATION/ PER LABORATORY ONE PER 200 LF
	FIELD DENSITY	AASHTO T-191 AND AASHTO T-204	PER PLANS	
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 ADDITIONAL SET FOR EACH 50 CY DAILY OR 1 PER 50 CY MAX
	SLUMP, AIR CONTENT	AASHTO T-119 AND AASHTO T-152	PER SPECS	
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

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. Bid Schedule/Tabulation Completion - the blank spaces in the bid schedule/tabulation shall be filled in correctly where indicated for each and every item for which a description is given, as the bidder must state the unit prices for which he proposes to do each part of the work contemplated, and the total price for all the parts included in any or all of the combinations of the work. In case of a discrepancy, the written words for "unit price", where stated, shall be considered as being the unit price. If the bid schedule/tabulation does not use the written words for the unit price, then the numerically correct "total price", shall be considered as being the total price.
- j. As a prerequisite for payment, Contractor is to submit a "Surety Acknowledgment of Payment Request" letter showing amount of progress payment which the Contractor is requesting.

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.

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.

COOPERATION WITH OTHERS

The Contractor shall cooperate with the County Representatives 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 Representative shall not be responsible for costs associated with delays, disruptions and remobilizations attributed to utility agency scheduling.

The Contractor shall complete the clearing and grubbing operations in advance of the utility County Representatives starting relocations to accommodate the utility relocation schedule.

GUARANTEE

All work shall be guaranteed for 36 months 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.

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.

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.

The Contractor shall carefully review and adhere to conditions and recommendations made in the project geotechnical report.

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 Representative assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the County Representative. The County Representative 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 Representative or are expressly stated in the Contract and (2) the Contract expressly provides that the responsibility therefore is assumed by the County Representative.

CONTRACTOR/SUBCONTRACTOR WORK EXPERIENCE AND QUALIFICATIONS

The Contractor or subcontractors shall have a **minimum of two years experience** in their particular trade and shall provide a **minimum of three references** relating specifically to the type of work that shall be performed for this project.

The Contractor shall assure that all superintendents, foremen and workmen are competent, careful and reliable. All workmen must have sufficient skill and experience to properly perform the work assigned them. All workmen engaged on special concrete bases, pavements or structures, or in any trade, shall have had sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in the Specifications, or the County Representative may take action as prescribed below.

Whenever the County Representative has determined that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall upon notice, be discharged from the work and shall not again be employed on it except with the written consent of the County Representative. Should the Contractor fail to remove such person or persons the County Representative may withhold all estimates, which are or may become due, or may suspend the work until such orders are complied with.

Within ten days after the award of any subcontract, either by himself or a subcontractor, the Contractor shall deliver to the County Representative a statement setting forth the name and address of the subcontractor and a summary description of the work subcontracted.

The Contractor shall be as fully responsible to the County Representative for acts and omissions of his subcontractor and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

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 Representative 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 Representative, unless otherwise specified in writing to the Contractor, shall be delivered to the Project Manager, and any notice to or demand upon the County Representative 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 Representative or to such other address as the County Representative 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 may 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.

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 County Representatives for his use of their property. Written authorization from the granting property County Representative shall be placed on file with the Project Manager prior to utilization of said private properties. The County Representative 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 Representative'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 Representative 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 photographs and perform videotaping, including providing all labor, materials, equipment and incidentals necessary to obtain photographs and/or videotapes of all areas within the project limits or as otherwise specified in the Contract specifications.

The word "Photograph" includes standard photographic methods involving negatives, prints and slides and it also includes digital photographic methods involving computer technology items such as 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 videotape 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 Photographs

Provide photographs of the entire work area prior to any construction for the purpose of records of conditions prior to construction. In addition, all special features shall be photographed prior to construction.

Provide three prints of each standard photograph to the County Representative. In addition to the CD-ROM media, provide one print of each digital/digitized photograph to the County Representative.

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

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.

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 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 prints in conformance with the above requirements to the County Representative. No construction shall begin until pre-construction photographs are completed and submitted to the County Representative.

Videotape Recording

Videotaping may be used in lieu of construction photographs.

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

The taping 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 taping 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 tapes for easy location identifications. If visible, house numbers shall be mentioned on the audio.

Two complete sets of videotapes 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 videotapes shall contain the name of the project, the date and time of the videotaping, 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.

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:

- **Inlet protection system** designed, furnished and installed by the Contractor in accordance with the plans, FDOT Section 104-6, and FDOT Design Standard Index No. 102.
- **Sediment barrier** 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.

Shop Drawings

The Contractor shall submit to the Engineer for approval, all working drawings and shop drawings with descriptive specifications and engineering calculations necessary for the successful completion of the Work.

The working and shop drawings shall be certified by a Florida licensed Professional Engineer and state that the design is sufficient for the successful completion of the Work. The working drawings and shop drawings shall include, but not be limited to:

- Traffic Control Plan
- Erosion Control Plan
- Signs
- Any Shop Drawings listed in the Plans

Payment for the temporary pavement and maintenance of this pavement shall be included under the optional base and Type SP structural course pay item.

DEWATERING, SHEETING AND BRACING

Payment for dewatering, sheeting and bracing shall be included in the applicable pay items unless separate pay items are specified.

Approval of Dewatering Plan:

At least 10 days prior to the commencement of any dewatering activity, the Contractor shall submit to the Project Manager for record purposes only, a detailed description of the proposed dewatering system. This plan shall include design computations, layout, type, and spacing of

dewatering devices, number and size of pumps and other equipment, with a description of the installation and operating procedures.

EARTHWORK

Quantities represent estimated in-place quantities and do not include shrinkage and expansion factors. The quantities were calculated by the method with average end areas between the station-to-station limits. Payment for Earthwork shall be made based on average end area method calculations. Contractor shall provide supporting survey data (before and after cross-sections) and calculations for payment purposes.

MAINTENANCE OF TRAFFIC

The Contractor shall prepare and submit a signed and sealed Maintenance of Traffic plan and submit it to the County Representative for review prior to implementation. It shall 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. No road closures will be allowed without approval from the County Representative. The Maintenance of Traffic Plan will require the seal of a Florida licensed professional County Representative with a current FDOT Advance Work Zone certification.

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.

MAINTENANCE OF STORM DRAINAGE SYSTEM

The Contractor shall be responsible at all times to maintain the operation of existing stormwater facilities, or, when existing stormwater facilities are removed, to provide equivalent capacity. Temporary drainage systems should be of adequate size to prevent upstream flooding in excess of existing conditions. This responsibility shall include the installation of temporary connections, bypass pumping, or other temporary means necessary until the new drainage system is fully operational. Payment for these items shall be included under the applicable pay item.

FINAL STORM SYSTEM CLEANUP

The Contractor shall clean and remove/dispose all siltation and debris from all storm culverts, structures, swales and ponds. Payment for these items shall be included under the pay item for Mobilization or applicable pay item.

SIDEWALKS / BUS STOP COORDINATION WITH TRANSIT AUTHORITY

Contractor shall coordinate with MCAT prior to construction at bus stop locations. Coordination efforts with MCAT are to ensure alternative bus stop locations can be used while a particular bus stop location is under construction.

EXISTING SIDEWALK / BUS STOPS

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.

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 ordering any proposed structures. The Contractor shall contact and coordinate with "Sunshine" 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 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.

Payment for Utility Coordination shall be included under the lump sum Bid Item Number MC-1, Utility Coordination.

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 or provided back to the County in electronic format on CD. 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. A topographic survey was performed for the project and used to prepare the mapping for the project plans. This topographic survey obtained location information for above ground utilities including fire hydrants, valve box tops, manhole tops, and manhole inverts.
3. Subsurface utility engineering survey was performed at specific locations where the Engineer determined there may be potential utility conflicts. The mast arm pole foundation locations shown on the plans were surveyed to verify these specific locations were clear of any existing underground utilities. Potential utility conflicts between proposed water utility improvements and storm sewer or other existing utilities were evaluated by obtaining field verified horizontal and vertical locations of the existing utilities. The field verified locations of existing utilities are at specific points where the conflicts were shown to occur on the drawings.
4. Utility coordination was provided during the design process with all known utility owners. This included submitting plans to the utility owners at the 30%, 75% and 100% design development phases. Marked plans were received from utility owners showing the disposition of their existing or proposed utilities. This information has been transferred to the Utility Adjustment Plans.
5. One utility coordination meeting was held with the utility owners at the 75% design development phase. Minutes of the utility coordination meeting has been provided to Manatee County on the information CD. The information CD is available for Contractor's review.

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. Each Friday, the Contractor shall prepare the road surface and barricades in an acceptable manner for weekend traffic use.

MINIMUM REQUIREMENTS FOR PROSPECTIVE CONTRACTORS

All Bidders are hereby advised that the County will only accept bids from qualified Contractors who have successfully completed a **minimum of three projects during the past five years** of a similar type as the project being bid, and whose project Superintendent has also successfully completed a minimum of three projects of a similar type during the past five years. Failure to demonstrate compliance to the following qualification requirements will render the bid non-responsive.

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 County Representative. If interruptions are required, the Contractor shall notify the County Representative 48 hours in advance.

PROGRESS SCHEDULE

A progress schedule acceptable to the County Representative shall be submitted prior to the pre-construction conference and shall be updated on a monthly basis with the pay estimate submittal.

RECORD DRAWINGS AND PROJECT CERTIFICATION

The County Representative and/or County Representative will furnish the Contractor copies of the bid plans to be used for the record drawings. A Florida Registered Surveyor shall perform a field survey and any differences between the plan elevations or dimensions shall be marked through and the as-built elevation or dimension legibly entered. All elevations and dimensions that are correct shall have a check mark placed beside it.

The Contractor shall keep a complete set of surveyed 'As-built' records. These records shall show all items of Work and existing features of utilities revealed by excavation 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 results 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-Builts" must be certified by a Florida Licensed Surveyor or County Representative 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. Roadway cross sections [10-foot maximum interval]
- B. Location/elevation of all plantings.
- C. Field changes of dimensions and details.
- D. Details not on original contract drawings.
- E. Additional elevations or dimensions as required by the County Representative

Following completion of construction and prior to final payment, the Contractor shall submit a Certification by the Contractor and Manufacturer including 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, dimensions and elevations and shall be subjected to a field review in the presence of the County Representative. The drawings are to be prepared by competent personnel, neatly drafted and certified, signed and sealed by a Florida Registered Surveyor.

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 24-inch by 36-inch mylar record drawings, and four sets of 24 by 36-inch certified prints with the Surveyor's certification.

In addition, \$25,000 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. Unless there is a separate pay item for Record Drawings, payment shall be included as part of the lump sum quantity for Mobilization.

MAILBOX TEMPORARY REMOVAL

The Contractor shall remove, store and replace all existing mailboxes within the project right-of-way. This work shall include:

- a. Coordinating with each County Representative or resident regarding removal of the existing mailboxes from the right-of-way.
- b. Working with the Local Postmaster to develop a method of temporary mail service for the period between removal and completion of construction activities.
- c. Storing the mailboxes.
- d. Replacing the mailboxes in the right-of-way.

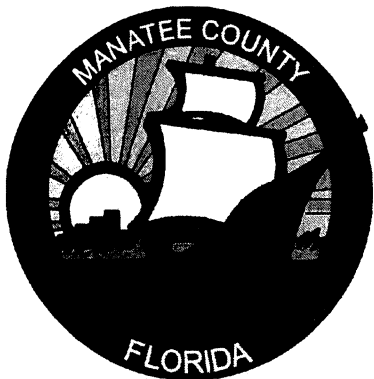
Payment for mailbox temporary removal, storage and replacement shall be included under the pay item for Mobilization.

TREE REMOVAL PERMIT

The Contractor shall obtain all necessary tree permits prior to any tree removal.

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.



CONTRACT DRAWINGS

MANATEE COUNTY AREA TRANSIT (MCAT) OF BUS STOP IMPROVEMENTS FOR ADA COMPLIANCE

NORTH BRADENTON AREA
SOUTHWEST BRADENTON AREA
MANATEE COUNTY, FLORIDA
COUNTY PROJECT NUMBER: 9008930

RELATED STANDARDS AND SPECIFICATIONS

- DESCRIPTION
- A. AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
 - B. MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION, AND MAINTENANCE FOR STREETS AND HIGHWAYS, FLORIDA DEPARTMENT OF TRANSPORTATION, (FLORIDA GREEN BOOK), (2010),
 - C. FDOT DESIGN STANDARDS FOR DESIGN, CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS ON THE STATE HIGHWAY SYSTEM, (FISCAL YEAR 2012/2013),
 - D. AASHTO, GUIDE FOR PLANNING, DESIGN, AND OPERATION OF PEDESTRIAN FACILITIES, (2004),
 - E. FHWA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (MUTCD), (2009),
 - F. CHAPTER 14-96 AND 14-97, FLORIDA ADMINISTRATIVE CODE RULE FOR FDOT CONNECTION PERMIT.
 - G. CHAPTER 14-86, FLORIDA ADMINISTRATIVE CODE RULE FOR FDOT DRAINAGE PERMIT.
 - H. FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2010.
 - I. FDOT TRANSIT FACILITY HANDBOOK (2007).
 - J. ACCESSING TRANSIT DESIGN HANDBOOK FOR FLORIDA PASSENGER FACILITIES, VERSION II (2008).

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS
MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION.
THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

UTILITY WARNING NOTE

ABOVE GROUND AND / OR UNDERGROUND UTILITIES MAY BE IN THE AREA OF THIS PROJECT
- PROCEED WITH CAUTION - THE CONTRACTOR SHALL CALL SUNSHINE STATE "ONE CALL" AT
1-800-432-4770 AND THE UTILITY OWNERS IN ADVANCE OF BEGINNING WORK, IN
ACCORDANCE WITH CHAPTER 556, FLORIDA STATUTES.

SUMMARY OF REVISIONS	
DATE	DESCRIPTION



48 HOURS BEFORE DIGGING
"CALL SUNSHINE"
1-800-432-4770

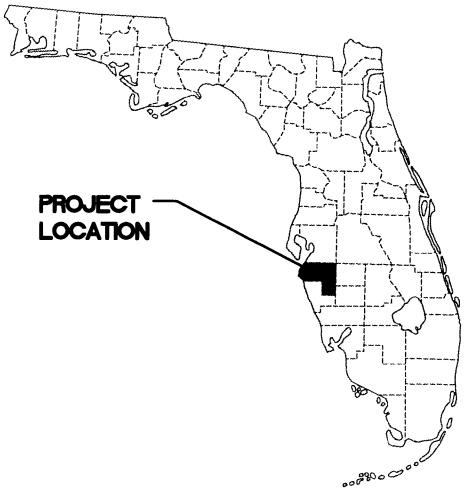
PLANS PREPARED BY:



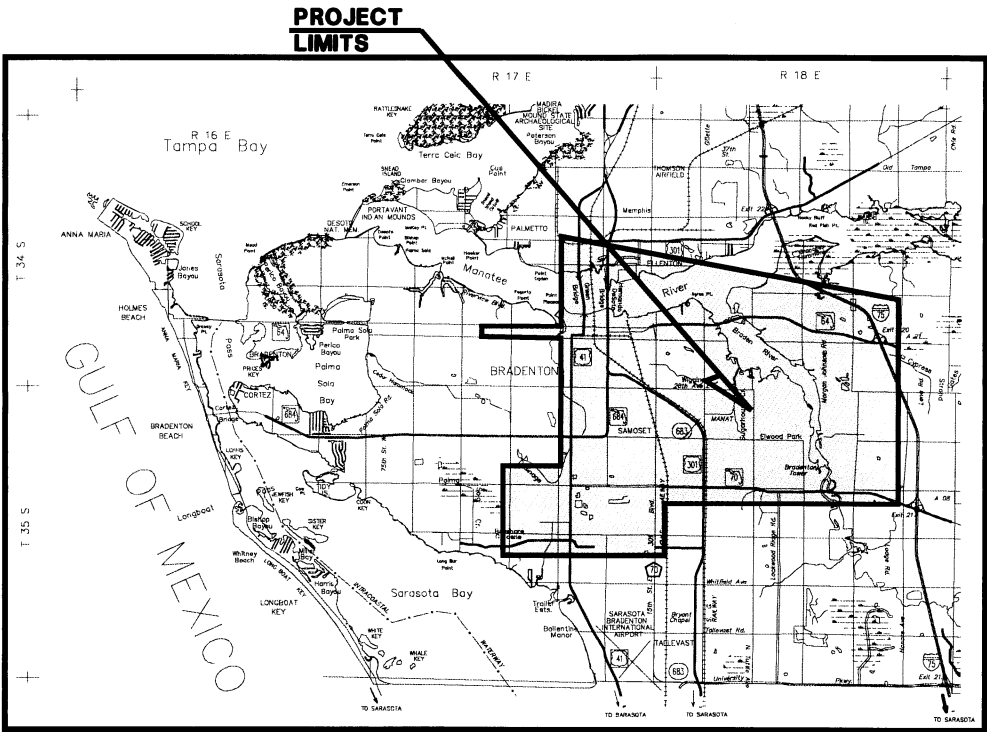
ENGINEER OF RECORD

SHARI BARNWELL, PE
DATE

71357
FL. LICENSE NO.



PROJECT
LOCATION



COMPONENTS OF CONTRACT PLANS SET

ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2	SUMMARY OF PAY ITEMS
3	GENERAL NOTES
4-6	SUMMARY OF QUANTITIES
7-8	BUS STOP PLAN NORTH BRADENTON AREA
9-10	BUS STOP PLAN SOUTHWEST BRADENTON AREA
11	SPECIAL DETAILS
12	TRAFFIC CONTROL PLAN

PACKAGE B - PLAN SET 1

100% SUBMITTAL
NOVEMBER 2012

SUMMARY OF PAY ITEMS

ITEM NO.	ITEM	UNIT	QUANTITY
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
104-10-3	SEDIMENT BARRIER	LF	1121
104-18	INLET PROTECTION SYSTEM	EA	6
110-1-1	CLEARING AND GRUBBING	LS	16
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	375
110-7-1	MAILBOX, F&I SINGLE	EA	0
120-1	REGULAR EXCAVATION	CY	68
520-1-7	CONCRETE CURB AND GUTTER, TYPE E (MODIFIED)	LF	240
520-1-10	CONCRETE CURB AND GUTTER, TYPE F	LF	67
520-2-4	CONCRETE CURB, TYPE D	LF	97
522-1	SIDEWALK CONCRETE, 4" THICK	SY	336
522-2	SIDEWALK CONCRETE, 6" THICK	SY	482
570-1-2	PERFORMANCE TURF, SOD	SY	332
700-20-40	SIGN SINGLE POST, RELOCATE	AS	2
100	UTILITY COORDINATION	LS	1

PAY ITEM NOTES:

1. 101-1

MOBILIZATION

BASIS OF PAYMENT FOR THIS ITEM WILL BE LUMP SUM AND WILL INCLUDE ITEMS DESCRIBED IN SECTION 101-1 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2010. IN ADDITION, THIS PAY ITEM WILL INCLUDE STAKING OF RIGHT-OF-WAY AND PREPARATION OF RECORD DRAWINGS. PARTIAL PAYMENTS WILL BE MADE UPON COMPLETION OF BUS STOP LOCATIONS UP TO 90 PERCENT OF THE BID PRICE. THE REMAINING 10 PERCENT OF THE BID PRICE WILL BE PAID UPON COUNTY ACCEPTANCE OF THE RECORD DRAWINGS. CONTRACTOR WILL BID LUMP SUM UNIT PRICE FOR ALL BUS STOPS IDENTIFIED ON THIS PLAN SET.
2. 102-1

MAINTENANCE OF TRAFFIC

BASIS OF PAYMENT FOR THIS ITEM WILL BE LUMP SUM AND WILL INCLUDE PREPARING CONTRACTOR'S MOT PLAN SIGNED AND SEALED BY A FLORIDA LICENSED PROFESSIONAL ENGINEER, WORK ZONE SIGNS, HIGH INTENSITY FLASHING LIGHTS, BUSINESS SIGNS, TEMPORARY BARRICADES AND CHANNELIZING DEVICES, TYPE C STEADY BURN LIGHTS, TEMPORARY BARRIER WALL, ARROW BOARDS/ ADVANCE WARNING PANELS, PORTABLE CHANGEABLE MESSAGE SIGNS, TEMPORARY PAVEMENT MARKINGS (PAINT OR TAPE), TEMPORARY RETROREFLECTIVE PAVEMENT MARKERS, AND ANY OTHER TRAFFIC CONTROL DEVICES REQUIRED FOR THE MAINTENANCE OF TRAFFIC.
3. 110-1-1

CLEARING AND GRUBBING

CLEARING AND GRUBBING IS PAID FOR AS A LUMP SUM BID ITEM COST FOR THE BUS STOP LOCATIONS IDENTIFIED IN THE PLAN SET. INCLUDES THE COST FOR RELOCATION, REMOVAL OR DISPOSAL OF THE BUS BENCHES. THE CONTRACTOR SHALL COORDINATE WITH THE COUNTY FOR REMOVAL, DISPOSAL OR RELOCATION OF THE BUS BENCH.
4. 120-1

REGULAR EXCAVATION

PLAN QUANTITY TO BE PAID FOR ESTIMATED AT 3CY PER BUS STOP IMPROVEMENT SITES (INVENTORY SITE)
5. 522-1 AND 522-2

SIDEWALK CONCRETE (4" AND 6" THICK)

INCLUDES THE COST OF SIDEWALK CURB AND SIDEWALK CURB TRANSITIONS AT LOCATIONS OF THE BUS LANDING PAD, CURB RAMPS AND SIDEWALKS. SEE SPECIAL DETAILS SHEET. INCLUDES COST OF DETECTABLE WARNING SURFACE AT NEW CURB RAMPS.

GENERAL NOTES

1.

THE CONTRACTOR SHALL FIELD VERIFY ANY AND ALL EXISTING CONDITIONS PRIOR TO COMMENCING CONSTRUCTION, AND SHALL NOTIFY THE ENGINEER PROMPTLY OF ANY DISCREPANCIES.

2.

THE CONSTRUCTION LENGTHS INDICATED IN THESE PLANS ARE APPROXIMATE. ACTUAL LIMITS MAY BE SET IN THE FIELD AS DIRECTED BY THE ENGINEER.

3.

LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME THESE DRAWINGS WERE PREPARED, BUT DO NOT PURPORT TO BE ABSOLUTELY CORRECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT SIZE, LOCATION, DEPTH, HEIGHT, ELEVATION, DIMENSION, AND EXTENT OF ALL UNDERGROUND AND OVERHEAD FACILITIES AND OTHER FEATURES AFFECTING HIS WORK PRIOR TO PROCEEDING WITH ANY CONSTRUCTION ACTIVITY THAT MAY AFFECT SUCH FACILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY FAILURE TO COMPLY WITH THESE INSTRUCTIONS.

4.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE COORDINATION OF CONSTRUCTION SCHEDULING BETWEEN THE CONTRACTOR AND ALL UTILITY AGENCIES.
NOTE: THIS INCLUDES MEETING WITH UTILITY AGENCIES PRIOR TO THE PRE-CONSTRUCTION CONFERENCE TO ADJUST THEIR SCHEDULES TO COINCIDE WITH THE CONTRACTORS CONSTRUCTION SCHEDULE.

5.

THE CONTRACTOR IS REQUIRED TO SET UP A MEETING BETWEEN MANATEE COUNTY TRAFFIC OPERATIONS TO IDENTIFY ANY PROBLEM AREAS PRIOR TO CONSTRUCTION SO ADJUSTMENTS CAN BE MADE. ANY DAMAGES CAUSED BY THE CONTRACTOR TO MANATEE COUNTY MAINTAINED TRAFFIC CONTROL, ROADWAY LIGHTING, ATMS DEVICES OR FIBER OPTIC FACILITIES SHALL BE REPAIRED TO THE SATISFACTION OF MANATEE COUNTY TRAFFIC OPERATIONS AT THE CONTRACTOR EXPENSE.

6.

EXCEPT WHERE THE PLANS AND SPECIFICATIONS PROVIDE THAT SUCH WORK SHALL BE PERFORMED UNDER THE CONTRACT FOR THIS PROJECT, ALL UTILITIES INTERFERING WITH CONSTRUCTION SHALL BE REMOVED, RELOCATED OR ADJUSTED BY THEIR OWNERS, AT THEIR EXPENSE. THE CONTRACTOR SHALL ARRANGE HIS SCHEDULE TO ALLOW UTILITY OWNERS TIME FOR THE NECESSARY RELOCATION AND ADJUSTMENT OF UTILITIES AND RELATED STRUCTURES. THE FOLLOWING UTILITIES MAY HAVE LINES AND FACILITIES WITHIN THE PROJECT AREA.

BRIGHTHOUSE NETWORKS

CITY OF BRADENTON

CITY OF PAMETTO

FLORIDA GAS TRANSMISSION

FP&L

VERIZON

MANATEE COUNTY TRANSPORTATION

MANATEE COUNTY UTILITIES

CROWN CASTLE NETWORKS

TECO PEOPLES GAS

PEACE RIVER ELECTRIC COOPERTIVE

COMCAST

UNIVERSAL CABLEVISION

TOM WRIGHT

JIM MCLELLAN

ALLEN TUSING

JOSEPH SANCHEZ

GREG COKER

DENISE HUTTON

VISHAL KAKKAD

JEFF STREITMATTER

ARMANDO HERNANDEZ

DANNY SHANAHAN

DAVID MCCLINTOCK

GONZALO ROJAS

JOHN MANNY

(941) 748-3816

(941) 708-6300 EXT. 235

(941) 723-4582 EXT. 210

(407) 838-7171

(941) 723-4430

(941) 906-6722

(941) 749-3500, EXT. 7812

(941) 708-7450

(813) 447-0333

(941) 342-4006

(863) 767-4621

(941) 342-3578

(941) 756-5460

7.

ABOVE GROUND AND/OR UNDERGROUND UTILITIES MAY BE IN THE AREA OF THIS PROJECT - PROCEED WITH CAUTION - THE CONTRACTOR SHALL CALL SUNSHINE STATE ONE CALL (1-800-432-4770) AND THE UTILITY OWNERS IN ADVANCE OF BEGINNING WORK, IN ACCORDANCE WITH CHAPTER 556, FLORIDA STATUTES, UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY. ALL UTILITY OWNERS MAY NOT BE A MEMBER, REQUIRING DIRECT CONTACT. THE CONTRACTOR SHALL FURTHER COORDINATE WITH UTILITY OWNERS TO RESOLVE CONFLICTS THAT MAY ARISE IN THE FIELD DURING CONSTRUCTION. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY UTILITIES DAMAGED AS A RESULT OF THE CONTRACTOR'S FAILURE TO CALL "SUNSHINE STATE ONE CALL" AND THE UTILITY OWNERS.

8.

ALL EXISTING WATER MAINS, SANITARY SEWER, AND OTHER UTILITIES SHALL REMAIN IN SERVICE UNTIL THE RELOCATED UTILITIES ARE PLACED IN SERVICE.

9.

ALL EXISTING AND PROPOSED UTILITY AND STORM SEWER STRUCTURES WHOSE TOPS WILL BE EXPOSED WITHIN ANY SIDEWALK OR PAVED AREA SHALL BE ADJUSTED SO THAT THE TOP SURFACE OF COVERS OR FRAMES SHALL BE FLUSH WITH THE SIDEWALK OR PAVEMENT SURFACE. ALL EXISTING AND PROPOSED UTILITY AND STORM SEWER STRUCTURES WHOSE TOPS WILL BE EXPOSED WITHIN UNPAVED AREAS SUBJECT TO VEHICULAR, BICYCLE, OR PEDESTRIAN TRAFFIC SHALL BE ADJUSTED SO THAT THE TOP SURFACE OR COVERS OR FRAMES SHALL BE NO MORE THAN ONE INCH ABOVE THE FINISHED GRADE. WHERE SODDING IS APPLIED, "FINISHED GRADE" SHALL BE THE NOMINAL HEIGHT OF GRASS AFTER THE SOD IS FIRMLY PLACED.

10.

SEPARATE PAYMENT SHALL BE MADE ONLY FOR THE ITEMS OF WORK LISTED AND IDENTIFIED BY APPROPRIATE PAY ITEM ON THE BID FORM. THE COST OF ANY RELATED WORK NOT SPECIFICALLY IDENTIFIED, BUT WHICH IS REQUIRED FOR SATISFACTORY COMPLETION OF THE WORK, SHALL BE CONSIDERED TO BE INCLUDED IN THE CONTRACT PRICE FOR THE APPROPRIATE BID ITEM.
11.

THE CONTRACTOR SHALL HAVE A FOREMAN, OR RESPONSIBLE PARTY, ON SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED. ALL WORKERS ON THE JOB SITE WILL BE COURTEOUS TO THE PUBLIC AT ALL TIMES, AND SHALL REFER ANY QUESTIONS OR CONCERNS TO THE CONTRACTOR'S FOREMAN OR THE COUNTY INSPECTOR. THE FOREMAN SHALL SPEAK AND UNDERSTAND ENGLISH AND SHALL BE AVAILABLE AT ALL TIMES FOR TIMELY RESOLUTION OF PROJECT-RELATED ISSUES.

12.

ALL EXISTING STORM PIPES WITHIN THE AFFECTED RIGHT-OF-WAY CORRIDOR ARE TO REMAIN UNLESS OTHERWISE NOTED IN THE PLANS.

13.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EROSION CONTROL AND SEDIMENT CONTROL, IN ACCORDANCE WITH FDOT INDEX 102, THROUGHOUT THE DURATION OF THE PROJECT AND ALL ASPECTS OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SITE RESTORATION EFFORTS THAT MAY BE REQUIRED AS A RESULT OF CONSTRUCTION. THE CONTRACTOR SHALL USE WHATEVER METHODS, CONFORMING TO APPLICABLE STANDARDS, NECESSARY TO PREVENT EROSION AND SILTATION AS MAY BE REQUIRED FOR THE PROJECT.

14.

ALL EROSION CONTROL FENCES, BARRIERS, AND SILTATION DEVICES SHALL BE ERECTED PRIOR TO ANY LAND ALTERATIONS, SHALL BE MAINTAINED IN GOOD WORKING ORDER DURING CONSTRUCTION, AND REMOVED FOLLOWING SOIL STABILIZATION AND FINAL DRESSING. BUILT-UP SEDIMENT WILL BE REMOVED FROM SILT FENCES AND STAKED TURBIDITY BARRIERS WHEN IT HAS REACHED ONE THIRD THE HEIGHT OF THE FENCE/BARRIER. STOCKPILE AREAS SHALL INCLUDE SILT FENCE AROUND THE PERIMETER.

15.

THE CONTRACTOR SHALL NOT RESTRICT OR BLOCK THE EXISTING DRAINAGE FLOW OVERLAND OR WITHIN THE RESHAPED SWALES. FLOW WITHIN EXISTING DRAINAGE PIPES SHALL BE MAINTAINED AT ALL TIMES. STORMWATER WILL BE CONVEYED VIA EXISTING SWALES, DITCHES, PROPOSED DITCHES, AND EXISTING AND PROPOSED STORM SEWERS.

16.

CONTRACTOR SHALL CHECK ALL EROSION AND SILTATION CONTROL DEVICES WEEKLY, AND AFTER EACH RAINFALL, AND REPAIR AND REPLACE THEM AS REQUIRED. MAINTENANCE AND INSPECTION OF THE CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION CONTROL SHALL BE INCLUDED IN THE COST OF PAY ITEMS LISTED.

17.

WHERE EXCAVATION IS REQUIRED FOR CONSTRUCTION OF SIDEWALK, ALL STUMPS, ROOTS, ETC. SHALL BE REMOVED COMPLETELY FROM THE SIDEWALK AREA. ALL STUMPS WITHIN THE PROJECT LIMITS SHALL BE REMOVED COMPLETELY AND REPLACED WITH COMPACTED BACKFILL BEFORE THE AREA IS FILLED. TREE ROOTS IN AREA OF PROPOSED SIDEWALK, RAMP, OR DRIVEWAY REPLACEMENT SHALL BE GROUND OUT TO A DEPTH OF 1-FOOT BELOW BOTTOM OF NEW SIDEWALK OR DRIVEWAY. ALL PRUNED ROOT DEBRIS SHALL BE REMOVED FROM THE SUB-BASE MATERIAL PRIOR TO POURING CONCRETE, ASPHALT, OR APPLICATION OF OTHER SPECIFIED MATERIALS. THIS WORK SHALL BE INCLUDED IN AND PAID FOR UNDER THE PAY ITEM FOR CLEARING AND GRUBBING.

18.

ALL STUMPS, ROOTS, AND OTHER DEBRIS PROJECTING THROUGH OR APPEARING ON THE SURFACE OF THE GROUND SHALL BE REMOVED TO A DEPTH OF 1-FOOT BELOW THE COMPLETED SURFACE. THIS WORK SHALL BE INCLUDED IN AND PAID FOR UNDER THE PAY ITEM FOR CLEARING AND GRUBBING.

19.

ALL MATERIALS NOT CLAIMED BY THE COUNTY SHALL BECOME PROPERTY OF THE CONTRACTOR, AND SHALL BE DISPOSED OF BY THE CONTRACTOR IN AREAS PROVIDED BY THE CONTRACTOR. THIS WORK SHALL BE INCLUDED IN AND PAID FOR UNDER THE PAY ITEM CLEARING AND GRUBBING. COORDINATION WITH THE COUNTY IS REQUIRED FOR REMOVAL, DISPOSAL OR RELOCATION OF THE BUS BENCH.

20.

ALL AREAS OF EXPOSED EARTH RESULTING FROM CONSTRUCTION ACTIVITIES SHALL BE SODDED AS DIRECTED BY THE ENGINEER. SEEDING AND MULCHING SHALL BE APPLIED ONLY WHERE SPECIFICALLY CALLED FOR IN THE PLANS AND SPECIFICATIONS, OR WHERE SPECIFICALLY DIRECTED BY THE ENGINEER.

21.

THE CONTRACTOR WILL BACKFILL AREAS TO BE SODDED WITH CLEAN FILL TO MAINTAIN PROPER GRADE OF THE PLANTING AREA, AND THE SOD SHALL BE PROPERLY CUT-IN AND TAMPED, THE COST OF WHICH IS INCLUDED IN THE PAY ITEM FOR PERFORMANCE TURF, SOD.

22.

SOD STABILIZATION SHALL OCCUR WITHIN 72 HOURS OF ACHIEVING FINAL GRADE. ALL SLOPES STEEPER THAN 3:1 SHALL INCLUDE SOD STAPLING OR STAKING, THE COST OF WHICH IS INCLUDED IN THE PAY ITEM FOR PERFORMANCE TURF, SOD (SY).

23.

THE CONTRACTOR SHALL PROVIDE ALL SHEETING, SHORING, AND BRACING REQUIRED TO PROTECT ADJACENT STRUCTURES OR TO MINIMIZE TRENCH WIDTH. WHERE A SEPARATE PAY ITEM IS NOT PROVIDED, THE COST OF ALL SHEETING, SHORING, AND BRACING REQUIRED SHALL BE INCLUDED IN THE CONTRACT PRICE FOR THE ITEM OF WORK FOR WHICH SHEETING, SHORING, AND BRACING IS REQUIRED.
24.

UNSUITABLE MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF SITE, AT A SUITABLE SITE PROVIDED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL PERMITS AND PERMITTING FEES REQUIRED FOR THE TRANSPORT AND DISPOSAL OF UNSUITABLE MATERIAL.

25.

BORROW MATERIAL REQUIRED FOR CONSTRUCTION OF THE PROJECT SHALL BE PROVIDED BY THE CONTRACTOR, FROM BORROW AREAS PROVIDED BY THE CONTRACTOR.

26.

THE CONTRACTOR SHALL ENDEAVOR TO PROTECT PRIVATE PROPERTY. ANY PRIVATELY OWNED FEATURES LOCATED ON PRIVATE PROPERTY AND OUTSIDE THE DESIGNATED AREA OF CONSTRUCTION WHICH ARE DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE REPAIRED IN A TIMELY MANNER AT THE EXPENSE OF THE CONTRACTOR. PAYMENT SHALL NOT BE MADE FOR THIS WORK.

27.

EXISTING ROADWAY MATERIALS SUCH AS SHELL, MARL, OR LIMEROCK SUITABLE FOR SUCH MAY BE UTILIZED IN THE PREPARATION OF STABILIZED SUBGRADE.

28.

THE CONTRACTOR SHALL DISTURB NO MORE GROUND THAN WHAT IS NECESSARY FOR CONSTRUCTION. NO OPEN EXCAVATED TRENCH, OR OTHER UNSAFE CONDITION, WILL BE LEFT OVERNIGHT. ALL WORK SITES WILL BE COMPLETELY RESTORED WITHIN SEVEN (7) CALENDAR DAYS OF THE CONCRETE POUR FOR SIDEWALK. THE INTENT OF THIS PROVISION IS TO "SAFE-UP" THE PROJECT SITE AS WORK PROGRESSES, AND SHALL INCLUDE REMOVING FORMS, FILLING HOLES, GRADING, AND REMOVAL OF DEBRIS.

29.

ALL SIDEWALK DAMAGED BY THE CONTRACTOR OR SUBCONTRACTOR SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR, AT THE DIRECTION OF THE ENGINEER.

30.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE STAKE-OUT OF THE PROJECT, I.E., LINE, GRADE, SLOPE, UTILITY RELOCATIONS OR ANY OTHER STAKE-OUT THAT MAY BE REQUIRED TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. ANY AND ALL EXPENSES INCURRED FOR THIS WORK SHALL BE INCLUDED IN THE UNIT PRICE BID FOR OTHER ITEMS. NO ADDITIONAL PAYMENT SHALL BE MADE FOR THIS WORK.

31.

STAKING OF ROW: CONTRACTOR SHALL STAKE ALL ROW CORNERS AND INTERMITTENT ROW STAKES TO CLEARLY DEFINE THE ROW LOCATION FOR ALL CONTRACTOR, UTILITIES, AND COUNTY REPRESENTATIVES. THE ROW SHALL BE STAKED WITHIN 20 DAYS FROM NTP AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. PAYMENT FOR STAKING OF ROW WILL BE INCLUDED IN PAY ITEM 101-1, MOBILIZATION.

DIRECTOR, CHARTING AND GEODETIC SERVICES

6001 EXECUTIVE BLVD

ATTN C172

ROCKVILLE, MARYLAND 20852

PHONE: (301) 443-8319

32.

OVERALL CLEAN-UP SHALL BE ACCOMPLISHED BY THE CONTRACTOR TO THE SATISFACTION OF THE COUNTY PROJECT MANAGER. ANY AND ALL EXPENSES INCURRED FOR THIS WORK SHALL BE INCLUDED IN THE UNIT PRICE BID FOR MOBILIZATION.

33.

RECORD DRAWINGS SHALL BE PREPARED BY THE CONTRACTOR. PAYMENT FOR RECORD DRAWINGS WILL BE INCLUDED IN PAY ITEM 101-1, MOBILIZATION.

34.

ANY DAMAGE TO STATE, COUNTY, OR LOCAL ROADS CAUSED BY THE CONTRACTOR'S HAULING OR EXCAVATION EQUIPMENT SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE COUNTY PROJECT MANAGER. PAYMENT SHALL NOT BE MADE FOR THIS WORK.

35.

ANY U.S.C. AND G.S. MONUMENT WITHIN LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, THE CONTRACTOR SHOULD NOTIFY:

DIRECTOR, CHARTING AND GEODETIC SERVICES

6001 EXECUTIVE BLVD

ATTN C172

ROCKVILLE, MARYLAND 20852

PHONE: (301) 443-8319

36.

ALL CONSTRUCTION WITHIN FDOT RIGHT-OF-WAY IS TO BE IN ACCORDANCE WITH CURRENT FDOT STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION AND THE DESIGN STANDARDS.

37.

ANY WATER WELLS FOUND WITHIN THE LIMITS OF PROPOSED RIGHT-OF-WAY SHALL BE ABANDONED BY A FLORIDA LICENSED WATER WELL CONTRACTOR IN ACCORDANCE WITH RULE 40D-3.531(2). F.A.C. ALSO REFER TO 40D-40.301(1)(F, H), F.A.C. THE COST OF ABANDONING ANY WELLS SHALL BE INCLUDED IN THE COST OF CLEARING AND GRUBBING.

38.

FOR PLACEMENT LOCATION OF THE BUS LANDING PAD AREA, THE CONTRACTOR SHOULD MAINTAIN A MINIMUM OF 12 FEET FROM THE TANGENT OF THE INTERSECTING ROADWAY AND A MINIMUM OF 15 FEET Laterally FROM A FIRE HYDRANT, POWER POLE AND/OR LIGHT POLE.

39.

THE CONTRACTOR SHOULD NOT PROPOSE CONSTRUCTION AT TWO CONSECUTIVE BUS STOPS ON THE SAME ROADWAY IN THE SAME DIRECTION, AT THE SAME TIME.
-
- MANATEE COUNTY
- BUS STOP IMPROVEMENTS
FOR ADA COMPLIANCE
PACKAGE B - PLAN SET 1
- 380 Park Place Blvd., Suite 300, Clearwater, Florida 33759

www.cardnotbe.com - 727.531.3505

Certificate of Authorization No. 3843
- SHARI BARNWELL, P.E.
LIC. NO.: 71357
- | | |
|----------|-----|
| DESIGNED | SKB |
| DRAWN | SKB |
| Q.C. | SKB |
| APPROVED | SKB |
- GENERAL NOTES
- | | |
|-------------|---------------|
| PROJECT NO: | 00193-008-017 |
| DATE: | 11-14-2012 |
| SHEET NO: | 3 |
- FILE: J:\00193\00193008.17\ACAD\dwg\PLANS\Bld_Package_B\IGN1930008017-1.dwg LAST SAVED: Thu, 11/15/12 2:37p PLOTTED: Tue, 11/20/12 2:48p BY: John.Hutchison

Inventory No. 12		Stop ID No. 917		
NO.	PAY ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY
1	101-1	MOBILIZATION	LS	1
2	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	104-10-3	SEDIMENT BARRIER	LF	60
4	104-18	INLET PROTECTION SYSTEM	EA	0
5	110-1-1	CLEARING AND GRUBBING	LS	1
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	36
7	110-7-1	MAILBOX	EA	0
8	120-1	REGULAR EXCAVATION	CY	3
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E (MODIFIED)	LF	0
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	0
11	520-2-4	CONCRETE CURB, TYPE D	LF	0
12	522-1	CONCRETE SIDEWALK, 4" THICK	SY	9
13	522-2	CONCRETE SIDEWALK, 6" THICK	SY	34
14	570-1-2	PERFORMANCE TURF, SOD	SY	12
15	700-20-40	SINGLE POST SIGN, RELOCATE	AS	0

Inventory No. 13		Stop ID No. 918		
NO.	PAY ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY
1	101-1	MOBILIZATION	LS	1
2	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	104-10-3	SEDIMENT BARRIER	LF	60
4	104-18	INLET PROTECTION SYSTEM	EA	0
5	110-1-1	CLEARING AND GRUBBING	LS	1
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	36
7	110-7-1	MAILBOX	EA	0
8	120-1	REGULAR EXCAVATION	CY	3
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E (MODIFIED)	LF	0
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	0
11	520-2-4	CONCRETE CURB, TYPE D	LF	0
12	522-1	CONCRETE SIDEWALK, 4" THICK	SY	9
13	522-2	CONCRETE SIDEWALK, 6" THICK	SY	34
14	570-1-2	PERFORMANCE TURF, SOD	SY	12
15	700-20-40	SINGLE POST SIGN, RELOCATE	AS	0

Inventory No. 78		Stop ID No. 791		
NO.	PAY ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY
1	101-1	MOBILIZATION	LS	1
2	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	104-10-3	SEDIMENT BARRIER	LF	73
4	104-18	INLET PROTECTION SYSTEM	EA	0
5	110-1-1	CLEARING AND GRUBBING	LS	1
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	32
7	110-7-1	MAILBOX	EA	0
8	120-1	REGULAR EXCAVATION	CY	3
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E (MODIFIED)	LF	40
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	0
11	520-2-4	CONCRETE CURB, TYPE D	LF	30
12	522-1	CONCRETE SIDEWALK, 4" THICK	SY	23
13	522-2	CONCRETE SIDEWALK, 6" THICK	SY	30
14	570-1-2	PERFORMANCE TURF, SOD	SY	20
15	700-20-40	SINGLE POST SIGN, RELOCATE	AS	0

Inventory No. 87		Stop ID No. 230		
NO.	PAY ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY
1	101-1	MOBILIZATION	LS	1
2	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	104-10-3	SEDIMENT BARRIER	LF	120
4	104-18	INLET PROTECTION SYSTEM	EA	0
5	110-1-1	CLEARING AND GRUBBING	LS	1
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	9
7	110-7-1	MAILBOX	EA	0
8	120-1	REGULAR EXCAVATION	CY	5
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E (MODIFIED)	LF	40
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	0
11	520-2-4	CONCRETE CURB, TYPE D	LF	0
12	522-1	CONCRETE SIDEWALK, 4" THICK	SY	50
13	522-2	CONCRETE SIDEWALK, 6" THICK	SY	27
14	570-1-2	PERFORMANCE TURF, SOD	SY	35
15	700-20-40	SINGLE POST SIGN, RELOCATE	AS	1

Inventory No. 88		Stop ID No. 319		
NO.	PAY ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY
1	101-1	MOBILIZATION	LS	1
2	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	104-10-3	SEDIMENT BARRIER	LF	72
4	104-18	INLET PROTECTION SYSTEM	EA	0
5	110-1-1	CLEARING AND GRUBBING	LS	1
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	7
7	110-7-1	MAILBOX	EA	0
8	120-1	REGULAR EXCAVATION	CY	5
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E (MODIFIED)	LF	40
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	0
11	520-2-4	CONCRETE CURB, TYPE D	LF	0
12	522-1	CONCRETE SIDEWALK, 4" THICK	SY	12
13	522-2	CONCRETE SIDEWALK, 6" THICK	SY	29
14	570-1-2	PERFORMANCE TURF, SOD	SY	22
15	700-20-40	SINGLE POST SIGN, RELOCATE	AS	1

Inventory No. 89		Stop ID No. 322		
NO.	PAY ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY
1	101-1	MOBILIZATION	LS	1
2	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	104-10-3	SEDIMENT BARRIER	LF	72
4	104-18	INLET PROTECTION SYSTEM	EA	0
5	110-1-1	CLEARING AND GRUBBING	LS	1
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	31
7	110-7-1	MAILBOX	EA	0
8	120-1	REGULAR EXCAVATION	CY	3
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E (MODIFIED)	LF	0
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	0
11	520-2-4	CONCRETE CURB, TYPE D	LF	30
12	522-1	CONCRETE SIDEWALK, 4" THICK	SY	6
13	522-2	CONCRETE SIDEWALK, 6" THICK	SY	28
14	570-1-2	PERFORMANCE TURF, SOD	SY	10
15	700-20-40	SINGLE POST SIGN, RELOCATE	AS	0

NO.	DESCRIPTION	BY	DATE



MANATEE COUNTY

BUS STOP IMPROVEMENTS
FOR ADA COMPLIANCE
PACKAGE B - PLAN SET 1

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Certificate of Authorization No. 3843

SHARI BARNWELL, P.E.
LIC. NO.: 71357

DESIGNED SKB
DRAWN EPO
Q.C.
APPROVED SKB

SUMMARY OF QUANTITIES (1)

PROJECT NO:
00193-008-017
DATE:
11-14-2012
SHEET NO:
4

Inventory No. 90		Stop ID No. 324		
NO.	PAY ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY
1	101-1	MOBILIZATION	LS	1
2	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	104-10-3	SEDIMENT BARRIER	LF	72
4	104-18	INLET PROTECTION SYSTEM	EA	1
5	110-1-1	CLEARING AND GRUBBING	LS	1
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	23
7	110-7-1	MAILBOX	EA	0
8	120-1	REGULAR EXCAVATION	CY	3
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E (MODIFIED)	LF	0
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	0
11	520-2-4	CONCRETE CURB, TYPE D	LF	0
12	522-1	CONCRETE SIDEWALK, 4" THICK	SY	6
13	522-2	CONCRETE SIDEWALK, 6" THICK	SY	36
14	570-1-2	PERFORMANCE TURF, SOD	SY	13
15	700-20-40	SINGLE POST SIGN, RELOCATE	AS	0

Inventory No. 136		Stop ID No. 810		
NO.	PAY ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY
1	101-1	MOBILIZATION	LS	1
2	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	104-10-3	SEDIMENT BARRIER	LF	72
4	104-18	INLET PROTECTION SYSTEM	EA	0
5	110-1-1	CLEARING AND GRUBBING	LS	1
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	23
7	110-7-1	MAILBOX	EA	0
8	120-1	REGULAR EXCAVATION	CY	3
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E (MODIFIED)	LF	0
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	0
11	520-2-4	CONCRETE CURB, TYPE D	LF	0
12	522-1	CONCRETE SIDEWALK, 4" THICK	SY	6
13	522-2	CONCRETE SIDEWALK, 6" THICK	SY	34
14	570-1-2	PERFORMANCE TURF, SOD	SY	6
15	700-20-40	SINGLE POST SIGN, RELOCATE	AS	0

Inventory No. 141		Stop ID No. 489		
NO.	PAY ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY
1	101-1	MOBILIZATION	LS	1
2	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	104-10-3	SEDIMENT BARRIER	LF	45
4	104-18	INLET PROTECTION SYSTEM	EA	0
5	110-1-1	CLEARING AND GRUBBING	LS	1
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	9
7	110-7-1	MAILBOX	EA	0
8	120-1	REGULAR EXCAVATION	CY	10
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E (MODIFIED)	LF	40
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	7
11	520-2-4	CONCRETE CURB, TYPE D	LF	0
12	522-1	CONCRETE SIDEWALK, 4" THICK	SY	110
13	522-2	CONCRETE SIDEWALK, 6" THICK	SY	24
14	570-1-2	PERFORMANCE TURF, SOD	SY	36
15	700-20-40	SINGLE POST SIGN, RELOCATE	AS	0

Inventory No. 142		Stop ID No. 488		
NO.	PAY ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY
1	101-1	MOBILIZATION	LS	1
2	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	104-10-3	SEDIMENT BARRIER	LF	45
4	104-18	INLET PROTECTION SYSTEM	EA	0
5	110-1-1	CLEARING AND GRUBBING	LS	1
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	30
7	110-7-1	MAILBOX	EA	0
8	120-1	REGULAR EXCAVATION	CY	4
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E (MODIFIED)	LF	0
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	0
11	520-2-4	CONCRETE CURB, TYPE D		30
12	522-1	CONCRETE SIDEWALK, 4" THICK	SY	6
13	522-2	CONCRETE SIDEWALK, 6" THICK	SY	37
14	570-1-2	PERFORMANCE TURF, SOD	SY	14
15	700-20-40	SINGLE POST SIGN, RELOCATE	AS	0

Inventory No. 152		Stop ID No. 602		
NO.	PAY ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY
1	101-1	MOBILIZATION	LS	1
2	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	104-10-3	SEDIMENT BARRIER	LF	80
4	104-18	INLET PROTECTION SYSTEM	EA	1
5	110-1-1	CLEARING AND GRUBBING	LS	1
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	50
7	110-7-1	MAILBOX	EA	0
8	120-1	REGULAR EXCAVATION	CY	5
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E (MODIFIED)	LF	40
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	0
11	520-2-4	CONCRETE CURB, TYPE D	LF	0
12	522-1	CONCRETE SIDEWALK, 4" THICK	SY	23
13	522-2	CONCRETE SIDEWALK, 6" THICK	SY	27
14	570-1-2	PERFORMANCE TURF, SOD	SY	24
15	700-20-40	SINGLE POST SIGN, RELOCATE	AS	0

Inventory No. 153		Stop ID No. 603		
NO.	PAY ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY
1	101-1	MOBLIZATION	LS	1
2	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	104-10-3	SEDIMENT BARRIER	LF	72
4	104-18	INLET PROTECTION SYSTEM	EA	1
5	110-1-1	CLEARING AND GRUBBING	LS	1
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	15
7	110-7-1	MAILBOX	EA	0
8	120-1	REGULAR EXCAVATION	CY	3
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E (MODIFIED)	LF	0
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	40
11	520-2-4	CONCRETE CURB, TYPE D	LF	0
12	522-1	CONCRETE SIDEWALK, 4" THICK	SY	3
13	522-2	CONCRETE SIDEWALK, 6" THICK	SY	27
14	570-1-2	PERFORMANCE TURF, SOD	SY	20
15	700-20-40	SINGLE POST SIGN, RELOCATE	AS	0

NO.	DESCRIPTION	BY	DATE



MANATEE COUNTY

BUS STOP IMPROVEMENTS
FOR ADA COMPLIANCE
PACKAGE B - PLAN SET 1

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Certificate of Authorization No. 3843

SHARI BARNWELL, P.E.
LIC. NO.: 71357

DATE

DESIGNED SKB
DRAWN EPO
Q.C.
APPROVED SKB

SUMMARY OF QUANTITIES (2)

PROJECT NO:
00193-008-017

DATE:
11-14-2012

SHEET NO:
5

Inventory No. 158 Stop ID No. 600

NO.	PAY ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY
1	101-1	MOBILIZATION	LS	1
2	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	104-10-3	SEDIMENT BARRIER	LF	60
4	104-18	INLET PROTECTION SYSTEM	EA	0
5	110-1-1	CLEARING AND GRUBBING	LS	1
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	0
7	110-7-1	MAILBOX	EA	0
8	120-1	REGULAR EXCAVATION	CY	3
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E (MODIFIED)	LF	0
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	0
11	520-2-4	CONCRETE CURB, TYPE D	LF	0
12	522-1	CONCRETE SIDEWALK, 4" THICK	SY	0
13	522-2	CONCRETE SIDEWALK, 6" THICK	SY	27
14	570-1-2	PERFORMANCE TURF, SOD	SY	18
15	700-20-40	SINGLE POST SIGN, RELOCATE	AS	0

Inventory No. 159 Stop ID No. 599

NO.	PAY ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY
1	101-1	MOBILIZATION	LS	1
2	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	104-10-3	SEDIMENT BARRIER	LF	83
4	104-18	INLET PROTECTION SYSTEM	EA	2
5	110-1-1	CLEARING AND GRUBBING	LS	1
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	42
7	110-7-1	MAILBOX	EA	0
8	120-1	REGULAR EXCAVATION	CY	5
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E (MODIFIED)	LF	0
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	20
11	520-2-4	CONCRETE CURB, TYPE D	LF	0
12	522-1	CONCRETE SIDEWALK, 4" THICK	SY	38
13	522-2	CONCRETE SIDEWALK, 6" THICK	SY	27
14	570-1-2	PERFORMANCE TURF, SOD	SY	52
15	700-20-40	SINGLE POST SIGN, RELOCATE	AS	0

Inventory No. 160 Stop ID No. 815

NO.	PAY ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY
1	101-1	MOBILIZATION	LS	1
2	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	104-10-3	SEDIMENT BARRIER	LF	65
4	104-18	INLET PROTECTION SYSTEM	EA	1
5	110-1-1	CLEARING AND GRUBBING	LS	1
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	32
7	110-7-1	MAILBOX	EA	0
8	120-1	REGULAR EXCAVATION	CY	3
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E (MODIFIED)	LF	40
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	0
11	520-2-4	CONCRETE CURB, TYPE D	LF	0
12	522-1	CONCRETE SIDEWALK, 4" THICK	SY	6
13	522-2	CONCRETE SIDEWALK, 6" THICK	SY	34
14	570-1-2	PERFORMANCE TURF, SOD	SY	12
15	700-20-40	SINGLE POST SIGN, RELOCATE	AS	0

Inventory No. 167 Stop ID No. 669

NO.	PAY ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY
1	101-1	MOBILIZATION	LS	1
2	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	104-10-3	SEDIMENT BARRIER	LF	70
4	104-18	INLET PROTECTION SYSTEM	EA	0
5	110-1-1	CLEARING AND GRUBBING	LS	1
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	0
7	110-7-1	MAILBOX	EA	0
8	120-1	REGULAR EXCAVATION	CY	7
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E (MODIFIED)	LF	0
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	0
11	520-2-4	CONCRETE CURB, TYPE D	LF	7
12	522-1	CONCRETE SIDEWALK, 4" THICK	SY	29
13	522-2	CONCRETE SIDEWALK, 6" THICK	SY	27
14	570-1-2	PERFORMANCE TURF, SOD	SY	26
15	700-20-40	SINGLE POST SIGN, RELOCATE	AS	0

NO.	DESCRIPTION	BY	DATE



MANATEE COUNTY

BUS STOP IMPROVEMENTS
FOR ADA COMPLIANCE
PACKAGE B - PLAN SET 1

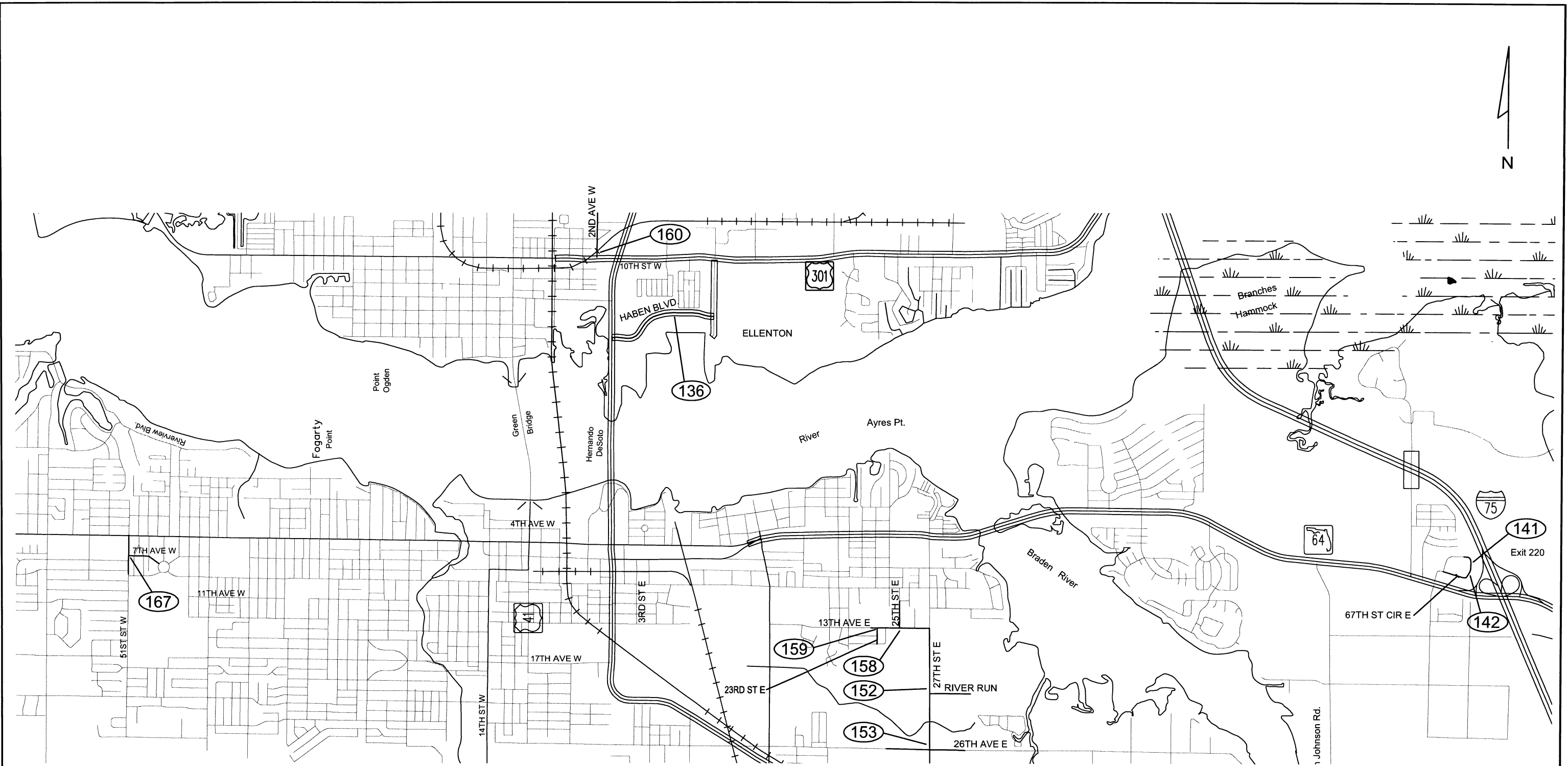
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SHARI BARNWELL, P.E.
LIC. NO.: 71357 DATE

DESIGNED	SKB
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SUMMARY OF QUANTITIES (3)

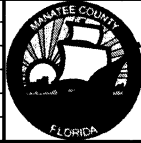
PROJECT NO:	00193-008-017
DATE:	11-14-2012
SHEET NO:	6



NORTH BRADENTON BUS STOP INVENTORY LOCATION MAP
N.T.S.

(XXX) = INVENTORY NUMBER

NO.	DESCRIPTION	BY	DATE



MANATEE COUNTY

**BUS STOP IMPROVEMENTS
FOR ADA COMPLIANCE
PACKAGE B - PLAN SET 1**

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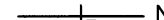
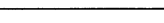



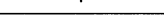
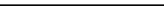

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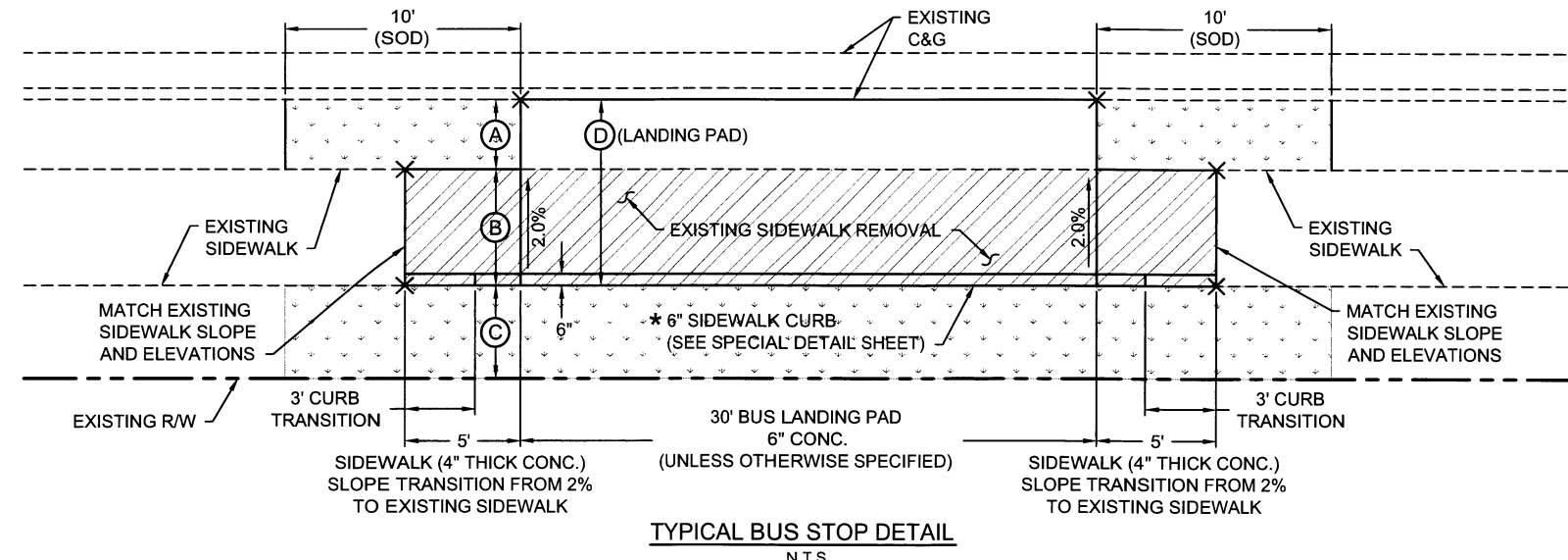
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**BUS STOP PLAN
NORTH BRADENTON**

PROJECT NO:	00193-008-017
DATE:	11-14-2012
SHEET NO:	7



TABLE: BUS STOP IMPROVEMENTS (LOCATIONS AND CONSTRUCTION DIMENSIONS)
NOTE: BUS STOP IS LOCATED ON THE FIRST STREET LISTED UNDER DESCRIPTION

INVENTORY NO.	STOP I.D.	DESCRIPTION	INTERSECTION LOCATION	CURB RAMP	DIMENSIONS				UTILITY ADJUSTMENTS ANTICIPATED (BY UTILITY OWNER)	BUS STOP DESIGN NOTES / ADDITIONAL ITEMS FOR CONSTRUCTION
					(A)	(B)	(C)	(D)		
136	810	HABEN BOULEVARD / (EAST OF THE PALMS)	 N	N/A	5'	5'	0'	10'	N/A	N/A
141	489	67TH STREET CIRCLE EAST / (@ CRACKER BARREL)	 N	(3) CR 21	0'	0'	0'	7'	ADJUST MANHOLE	ADD SIDEWALK (4" CONC.) CONNECTION TO DRIVEWAY TO THE WEST 160' LONG X 6' WIDE. REPLACE 40' DROP CURB WITH TYPE E CURB AND GUTTER (MODIFIED).
142	488	67TH STREET CIRCLE EAST / (@ DAYS INN)	 N	(4) CR 21	6'	5'	0'	11'	N/A	ADD SIDEWALK (4" CONC.) CONNECTION TO DRIVEWAY TO THE SOUTH 10' LONG X 5' WIDE, BETWEEN TWO DRIVEWAYS 60' LONG X 5' WIDE AND NORTH OF DRIVEWAY TO SIDEWALK 15' LONG X 5' WIDE. REPLACE DROP CURB WIDTH 40' OF TYPE E CURB AND GUTTER (MODIFIED). AVOID VALVE SOUTH OF DRIVEWAY. AVOID WATER METER NORTH OF DRIVEWAY.
152	602	27TH STREET EAST / (RIVER RUN) (IN FRONT OF WARELAND ELEMENTARY SCHOOL)	 N	N/A	8'	5'	0'	8'	N/A	REALIGN SIDEWALK (4" CONC.) TO CONNECT TO BUS LANDING 15' LONG X 5' WIDE, EACH SIDE OF BUS LANDING PAD (TOTAL 30 FT IN LENGTH). REPLACE 40' OF DROP CURB WITH TYPE E CURB AND GUTTER (MODIFIED).
153	603	27TH STREET EAST / 26TH AVENUE EAST	 N	(2) CR 21	12'	5'	0'	8'	N/A	ADD SIDEWALK CONNECTION TO LANDING BUS PAD 4' LONG X 5' WIDE. REPLACE 40' OF DROP CURB WITH TYPE E CURB AND GUTTER (MODIFIED).
158	600	13TH AVENUE EAST / 25TH STREET EAST	 N	N/A	8'	0'	0'	8'	N/A	N/A
159	599	13TH AVENUE EAST / 23RD STREET EAST	 N	(2) CR 21	14'	4.5'	0'	8'	WATER VALVE ADJUST. VALVE BOX ADJUST.	RECONSTRUCT SIDEWALK (4" CONC.) AT SW CORNER 40' LONG X 5' WIDE. ADD SIDEWALK CONNECTION TO BUS LANDING PAD 6' LONG X 5' WIDE. PLACE TO AVOID MANHOLE.
160	815	2ND AVENUE WEST / 10TH STREET WEST	 N	N/A	5'	5'	0'	10'	N/A	REPLACE 40' OF DROP CURB WITH TYPE E CURB AND GUTTER (MODIFIED).
167	669	51ST STREET WEST / 7TH AVENUE WEST	 N	CR 21	10'	0'	0'	8'	N/A	ADD SIDEWALK (4" CONC.) CONNECTION TO SE CORNER OF INTERSECTION 30' LONG X 5 WIDE.



★NOTE:
6" SIDEWALK CURB IS ONLY REQUIRED AT LOCATIONS WHERE BACK
OF LANDING PAD AND EXISTING GROUND AT BACK OF LANDING
EXCEEDS AN ELEVATION DIFFERENCE GREATER THAN 2".

NOTE:
REPLACEMENT OF CURB INCLUDES 5' TRANSITION EACH SIDE.

				 MANATEE COUNTY		BUS STOP IMPROVEMENTS FOR ADA COMPLIANCE PACKAGE B - PLAN SET 1		 Cardno TBE 380 Park Place Blvd., Suite 300, Clearwater, Florida 33759 www.cardnotbe.com • 727.531.3505 Certificate of Authorization No. 3843		SHARI BARNWELL, P.E. LIC. NO.: 71357		DESIGNED <small>SKB</small> DRAWN <small>EPO</small> Q.C. <small>SKB</small> APPROVED		BUS STOP PLAN NORTH BRADENTON		PROJECT NO: 00193-008-017 DATE: 11-14-2012 SHEET NO: 8	
NO. DESCRIPTION BY DATE				FILE: I:\00193\00193008\17\ACAD\dwg\PLANS\Bd Package B\B N BRADENTON 1930080017-1.dwg LAST SAVED: Tue, 11/20/12 2:49p BY: John Hutchison PLOTTED: Tue, 11/20/12 2:49p BY: John Hutchison													



(XXX) = INVENTORY NUMBER

SOUTHWEST BRADENTON BUS STOP INVENTORY LOCATION MAP
N.T.S.

NO.	DESCRIPTION	BY	DATE



MANATEE COUNTY

**BUS STOP IMPROVEMENTS
FOR ADA COMPLIANCE
PACKAGE B - PLAN SET 1**



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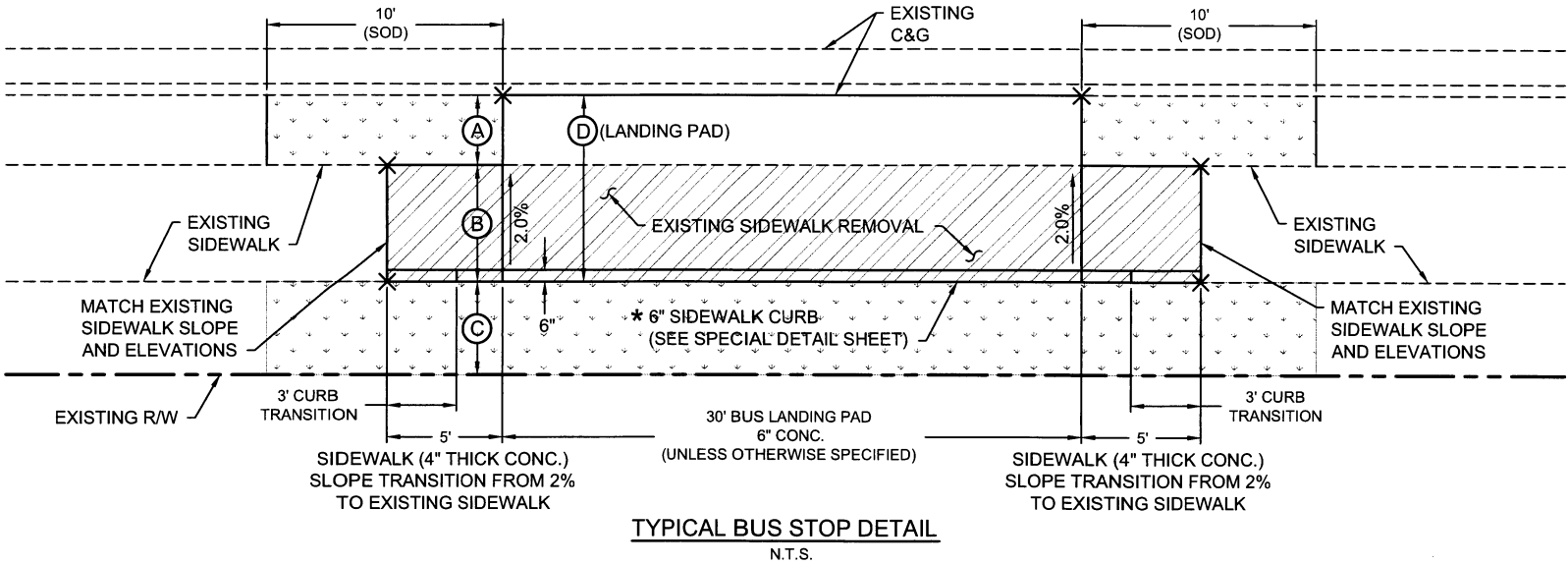
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**BUS STOP PLAN
SOUTHWEST BRADENTON**

PROJECT NO:
00193-008-017
DATE:
11-14-2012
SHEET NO:
9



TABLE: BUS STOP IMPROVEMENTS (LOCATIONS AND CONSTRUCTION DIMENSIONS)
NOTE: BUS STOP IS LOCATED ON THE FIRST STREET LISTED UNDER DESCRIPTION.

INVENTORY NO.	STOP I.D.	DESCRIPTION	INTERSECTION LOCATION	CURB RAMP	DIMENSIONS				UTILITY ADJUSTMENTS ANTICIPATED (BY UTILITY OWNER)	BUS STOP DESIGN NOTES / ADDITIONAL ITEMS FOR CONSTRUCTION
					(A)	(B)	(C)	(D)		
12	917	34TH STREET WEST / MORTON VILLAGE RD		N/A	2'	8'	0'	10'	N/A	PLACE BUS LANDING NORTH OF STORM DRAIN MANHOLE.
13	918	34TH STREET WEST / 54TH DRIVE WEST (BAYSHORE HIGH SCHOOL)		N/A	2'	8'	0'	10'	VALVE BOX ADJUST	N/A
78	791	5TH STREET EAST / 59TH AVENUE EAST		N/A	9'	5'	0'	9'	N/A	REPLACE DROP CURB WITH TYPE E CURB AND GUTTER 40' LONG.
87	230	60TH AVENUE WEST / CANAL DRIVE		N/A	13'	0'	0'	8'	N/A	ADD SIDEWALK (4" CONC.) CONNECTION TO DRIVEWAY TO THE WEST 80' LONG X 5' WIDE. REPLACE DROP CURB WITH TYPE E CURB AND GUTTER 40' LONG. PLACE BUS LANDING PAD NORTH OF EXISTING BUS STOP AND 15' NORTH OF LIGHT POLE. RELOCATE BUS STOP SIGN.
88	319	60TH AVENUE WEST / SUNSET DRIVE		N/A	8.5'	0'	0'	8.5'	N/A	ADD SIDEWALK (4" CONC.) CONNECTION TO DRIVEWAY TO THE WEST 10' LONG X 5' WIDE. RELOCATE BUS STOP SIGN.
89	322	60TH AVENUE WEST / LILLI WAY		N/A	5'	5'	0'	10'	N/A	RELOCATE BUS STOP TO WEST OF PLANTING AREA. RELOCATE BUS STOP SIGN. REPLACE 40' OF DROP CURB WITH TYPE E CURB AND GUTTER (MODIFIED).
90	324	60TH AVENUE WEST / 14TH STREET WEST		N/A	5.67'	5'	0'	10.67'	N/A	N/A
143	890	SR 70 (53RD AVENUE EAST) / 15TH STREET EAST		N/A	3'	5'	0'	8'	N/A	N/A

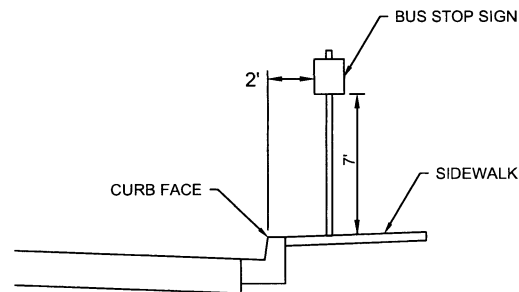


*NOTE:
6" SIDEWALK CURB IS ONLY REQUIRED AT LOCATIONS WHERE BACK OF LANDING PAD AND EXISTING GROUND AT BACK OF LANDING EXCEEDS AN ELEVATION DIFFERENCE GREATER THAN 2".

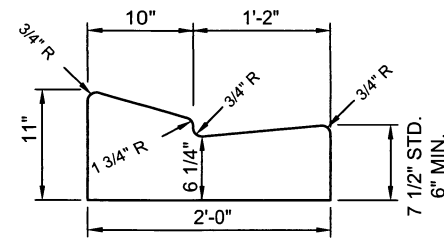
NOTE:
REPLACEMENT OF CURB INCLUDES 5' TRANSITION EACH SIDE.

				 MANATEE COUNTY	BUS STOP IMPROVEMENTS FOR ADA COMPLIANCE PACKAGE B - PLAN SET 1	 380 Park Place Blvd., Suite 300, Clearwater, Florida 33759 www.cardnotbe.com - 727.531.3505 Certificate of Authorization No. 3843	SHARI BARNWELL, P.E. LIC. NO.: 71357	DESIGNED SKB	BUS STOP PLAN SOUTHWEST BRADENTON	PROJECT NO: 00193-008-017
			DRAWN EPO					DATE: 11-14-2012		
			Q.C.					SHEET NO:		
			APPROVED SKB					10		
NO.	DESCRIPTION	BY	DATE							

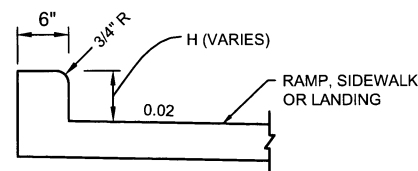
FILE: J:\00193\00193008.17\ACAD\dwg\PLANS\Bld_Package_B\SR_SW_BRADENTON_193008017-1.dwg LAST SAVED: Tue, 11/20/12 12:11p PLOTTED: Tue, 11/20/12 2:49p BY: John.Hutchison



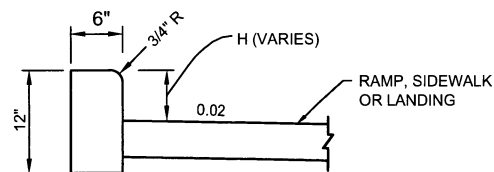
MINIMUM DISTANCE FOR BUS STOP SIGN
(CURB AND GUTTER CONDITION)



MODIFIED "TYPE E" CURB AND GUTTER



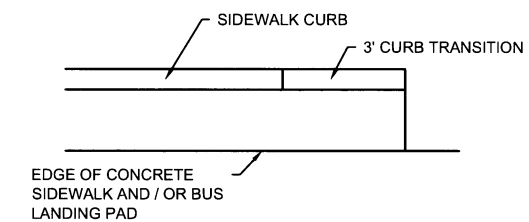
MONOLITHIC CAST CURB



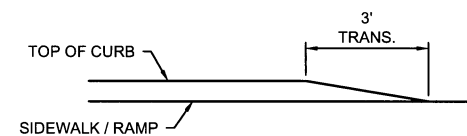
SEPARATELY CAST CURB

BUS LANDING PAD, RAMP AND SIDEWALK CURB OPTIONS

FDOT INDEX 304 - SHEET NO. 4



PLAN



PROFILE

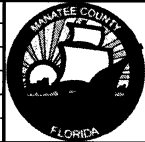
CURB TRANSITION ENDINGS

FDOT INDEX 300 - SHEET 2 OF 2

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MAINTENANCE OF TRAFFIC GENERAL NOTES

1. THE COST OF MAINTENANCE OF TRAFFIC OPERATIONS SHALL BE INCLUDED UNDER THE LUMP SUM PAY ITEM FOR MAINTENANCE OF TRAFFIC, UNLESS A SEPARATE PAY ITEM IS PROVIDED.
2. THE CONTRACTOR SHALL PROVIDE FOR THE SAFE MOVEMENT OF PEDESTRIANS AND VEHICLES THROUGHOUT ALL PHASES OF CONSTRUCTION, INCLUDING DELIVERIES AND DROP-OFFS IN WORK ZONES.
3. THE CONTRACTOR SHALL PROVIDE A MAINTENANCE OF TRAFFIC PLAN, SIGNED AND SEALED BY A FLORIDA LICENSED PROFESSIONAL ENGINEER (WITH ADVANCED FDOT MOT CERTIFICATION) FOR REVIEW PRIOR TO IMPLEMENTATION OF THE MAINTENANCE OF TRAFFIC PLAN FOR EACH PHASE OF CONSTRUCTION. MOT PLAN SHALL BE DESIGNED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) (LATEST EDITION) AS WELL AS THE FDOT SERIES 600 STANDARD INDEXES. THE PLAN SHALL BE SUBMITTED WITHIN 30 DAYS AFTER CONTRACT AWARD. THE COST OF ALL LABOR AND MATERIALS REQUIRED FOR MAINTENANCE OF TRAFFIC SHALL BE INCLUDED IN THE LUMP SUM PAY ITEM FOR MAINTENANCE OF TRAFFIC. THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL AND SAFETY DEVICES, IN ACCORDANCE WITH THE CURRENT FLORIDA DEPARTMENT OF TRANSPORTATION "DESIGN STANDARDS, INDEX SERIES 600", AS AMENDED BY THE SPECIFICATIONS FOR THIS PROJECT.
4. ACCESS SHALL BE CONTINUOUSLY MAINTAINED AT ALL SIDE STREETS AND DRIVEWAYS FOR THE DURATION OF THE PROJECT, UNLESS PREVIOUSLY APPROVED BY MANATEE COUNTY.
5. FOR SIDE STREET INTERSECTIONS, LANE CLOSURE SHALL BE LIMITED TO ONE LANE AT ALL TIMES. AT A MINIMUM, ONE-LANE, TWO-WAY OPERATION SHALL BE MAINTAINED THROUGH THE USE OF FLAGGERS. TWO-LANE, TWO-WAY OPERATION SHALL BE MAINTAINED DURING PERIODS OF LANE CLOSURE RESTRICTIONS AND WHEN CONSTRUCTION ACTIVITIES ARE BEYOND THE LIMITS OF THE INTERSECTIONS.
6. DURING PERIODS OF LANE CLOSURES, THE CONTRACTOR SHALL PROVIDE AN FDOT CERTIFIED WORK SITE TRAFFIC SUPERVISOR FOR THE INSTALLATION, MAINTENANCE, AND REMOVAL OF TRAFFIC CONTROL DEVICES (E.G. BARRICADES, SIGNS, ARROW PANELS, ETC.) AS OUTLINED IN THE FDOT STANDARD SPECIFICATIONS AND THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS.
7. THE CONTRACTOR SHALL NOTIFY ALL LOCAL LAW ENFORCEMENT PRIOR TO A LANE CLOSURE THAT WILL EXCEED TWO HOURS.
8. TRAFFIC CONDITIONS, ACCIDENTS AND OTHER UNFORESEEN EMERGENCY CONDITIONS MAY REQUIRE THE ENGINEER TO RESTRICT OR REMOVE LANE CLOSURE OR CHANNELIZATION. UNDER THESE CONDITIONS, THE CONTRACTOR SHALL RESPOND AND PROVIDE ADJUSTMENTS AS DIRECTED BY THE ENGINEER WITHOUT DELAY. THE CONTRACTOR SHALL ALSO RESPOND WITHIN THE CONSTRAINTS OUTLINED IN THE STANDARD SPECIFICATIONS UPON NOTIFICATION BY THE ENGINEER OF ANY REQUESTS FOR CORRECTION, IMPROVEMENT, OR MODIFICATION TO THE TRAFFIC CONTROL PLAN AND/OR DEVICES. THE COST OF THIS SERVICE SHALL BE INCLUDED IN THE LUMP SUM PRICE FOR MAINTENANCE OF TRAFFIC.



MANATEE COUNTY

BUS STOP IMPROVEMENTS
FOR ADA COMPLIANCE
PACKAGE B - PLAN SET 1

380 Park Place Blvd., Suite 300, Clearwater, Florida 33759
www.cardnotbe.com - 727.531.3505
Certificate of Authorization No. 3843

SHARI BARNWELL, P.E.
LIC. NO.: 71357 DATE:

DESIGNED	SKB
DRAWN	EPO
Q.C.	SKB
APPROVED	

TRAFFIC CONTROL PLAN

PROJECT NO:	00193-008-017
DATE:	11-14-2012
SHEET NO:	12



CONTRACT DRAWINGS

MANATEE COUNTY AREA TRANSIT (MCAT) OF BUS STOP IMPROVEMENTS FOR ADA COMPLIANCE 14TH STREET WEST (SR 45) MANATEE COUNTY, FLORIDA COUNTY PROJECT NUMBER: 9008930

RELATED STANDARDS AND SPECIFICATIONS

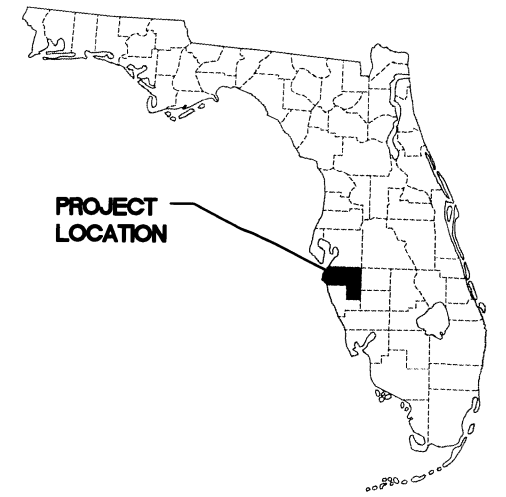
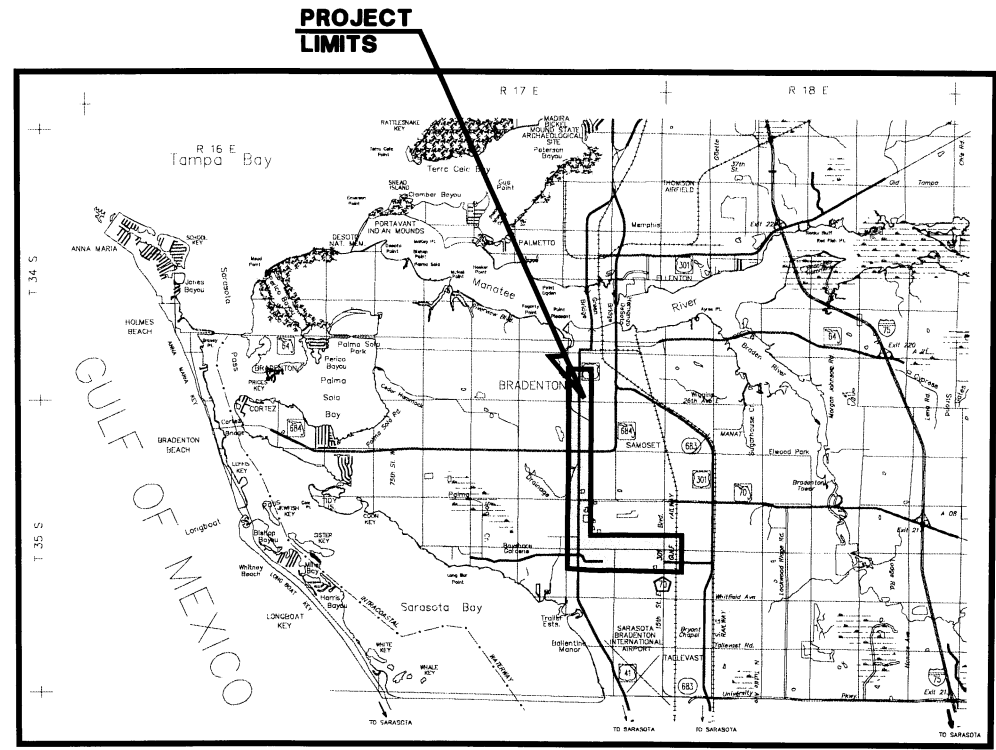
- DESCRIPTION**
- A. AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
 - B. MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION, AND MAINTENANCE FOR STREETS AND HIGHWAYS, FLORIDA DEPARTMENT OF TRANSPORTATION, (FLORIDA GREEN BOOK), (2010),
 - C. FDOT DESIGN STANDARDS FOR DESIGN, CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS ON THE STATE HIGHWAY SYSTEM, (FISCAL YEAR 2012/2013),
 - D. AASHTO, GUIDE FOR PLANNING, DESIGN, AND OPERATION OF PEDESTRIAN FACILITIES, (2004),
 - E. FHWA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (MUTCD), (2009),
 - F. CHAPTER 14-96 AND 14-97, FLORIDA ADMINISTRATIVE CODE RULE FOR FDOT CONNECTION PERMIT.
 - G. CHAPTER 14-86, FLORIDA ADMINISTRATIVE CODE RULE FOR FDOT DRAINAGE PERMIT.
 - H. FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2010.
 - I. FDOT TRANSIT FACILITY HANDBOOK (2007).
 - J. ACCESSING TRANSIT DESIGN HANDBOOK FOR FLORIDA PASSENGER FACILITIES, VERSION II (2008).

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

UTILITY WARNING NOTE

ABOVE GROUND AND / OR UNDERGROUND UTILITIES MAY BE IN THE AREA OF THIS PROJECT - PROCEED WITH CAUTION - THE CONTRACTOR SHALL CALL SUNSHINE STATE "ONE CALL" AT 1-800-432-4770 AND THE UTILITY OWNERS IN ADVANCE OF BEGINNING WORK, IN ACCORDANCE WITH CHAPTER 556, FLORIDA STATUTES.

SUMMARY OF REVISIONS	
DATE	DESCRIPTION



COMPONENTS OF CONTRACT PLANS SET
ROADWAY PLANS

INDEX OF ROADWAY PLANS

SHEET NO	SHEET DESCRIPTION
1	COVER SHEET
2	SUMMARY OF PAY ITEMS
3	GENERAL NOTES
4-5	SUMMARY OF QUANTITIES
6-7	BUS STOP PLAN 14TH STREET WEST
8	SPECIAL DETAILS
9	TRAFFIC CONTROL PLAN

PLANS PREPARED BY:



ENGINEER OF RECORD

SHARI BARNWELL, PE

71357
FL. LICENSE NO.

DATE



PACKAGE B - PLAN SET 2
100% SUBMITTAL
NOVEMBER 2012

SUMMARY OF PAY ITEMS

ITEM NO.	ITEM	UNIT	QUANTITY
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
104-10-3	SEDIMENT BARRIER	LF	897
104-18	INLET PROTECTION SYSTEM	EA	4
110-1-1	CLEARING AND GRUBBING	LS	9
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	163
110-7-1	MAILBOX, F&I SINGLE	EA	0
120-1	REGULAR EXCAVATION	CY	62
520-1-7	CONCRETE CURB AND GUTTER, TYPE E (MODIFIED)	LF	0
520-1-10	CONCRETE CURB AND GUTTER, TYPE F	LF	0
520-2-4	CONCRETE CURB, TYPE D	LF	0
522-1	SIDEWALK CONCRETE, 4" THICK	SY	413
522-2	SIDEWALK CONCRETE, 6" THICK	SY	241
570-1-2	PERFORMANCE TURF, SOD	SY	354
700-20-40	SIGN SINGLE POST, RELOCATE	AS	3
100	UTILITY COORDINATION	LS	1

PAY ITEM NOTES:

1. 101-1

MOBILIZATION

BASIS OF PAYMENT FOR THIS ITEM WILL BE LUMP SUM AND WILL INCLUDE ITEMS DESCRIBED IN SECTION 101-1 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2010. IN ADDITION, THIS PAY ITEM WILL INCLUDE STAKING OF RIGHT-OF-WAY AND PREPARATION OF RECORD DRAWINGS. PARTIAL PAYMENTS WILL BE MADE UPON COMPLETION OF BUS STOP LOCATIONS UP TO 90 PERCENT OF THE BID PRICE. THE REMAINING 10 PERCENT OF THE BID PRICE WILL BE PAID UPON COUNTY ACCEPTANCE OF THE RECORD DRAWINGS. CONTRACTOR WILL BID LUMP SUM UNIT PRICE FOR ALL BUS STOPS IDENTIFIED ON THIS PLAN SET.
2. 102-1

MAINTENANCE OF TRAFFIC

BASIS OF PAYMENT FOR THIS ITEM WILL BE LUMP SUM AND WILL INCLUDE PREPARING CONTRACTOR'S MOT PLAN SIGNED AND SEALED BY A FLORIDA LICENSED PROFESSIONAL ENGINEER, WORK ZONE SIGNS, HIGH INTENSITY FLASHING LIGHTS, BUSINESS SIGNS, TEMPORARY BARRICADES AND CHANNELIZING DEVICES, TYPE C STEADY BURN LIGHTS, TEMPORARY BARRIER WALL, ARROW BOARDS/ ADVANCE WARNING PANELS, PORTABLE CHANGEABLE MESSAGE SIGNS, TEMPORARY PAVEMENT MARKINGS (PAINT OR TAPE), TEMPORARY RETROREFLECTIVE PAVEMENT MARKERS, AND ANY OTHER TRAFFIC CONTROL DEVICES REQUIRED FOR THE MAINTENANCE OF TRAFFIC.
3. 110-1-1

CLEARING AND GRUBBING

CLEARING AND GRUBBING IS PAID FOR AS A LUMP SUM BID ITEM COST FOR THE BUS STOP LOCATIONS IDENTIFIED IN THE PLAN SET. INCLUDES THE COST FOR RELOCATION, REMOVAL OR DISPOSAL OF THE BUS BENCHES. THE CONTRACTOR SHALL COORDINATE WITH THE COUNTY FOR REMOVAL, DISPOSAL OR RELOCATION OF THE BUS BENCH.
4. 120-1

REGULAR EXCAVATION

PLAN QUANTITY TO BE PAID FOR ESTIMATED AT 3CY PER BUS STOP IMPROVEMENT SITES (INVENTORY SITE)
5. 522-1 AND 522-2

SIDEWALK CONCRETE (4" AND 6" THICK)

INCLUDES THE COST OF SIDEWALK CURB AND SIDEWALK CURB TRANSITIONS AT LOCATIONS OF THE BUS LANDING PAD, CURB RAMPS AND SIDEWALKS. SEE SPECIAL DETAILS SHEET. INCLUDES COST OF DETECTABLE WARNING SURFACE AT NEW CURB RAMPS.

GENERAL NOTES

1. THE CONTRACTOR SHALL FIELD VERIFY ANY AND ALL EXISTING CONDITIONS PRIOR TO COMMENCING CONSTRUCTION, AND SHALL NOTIFY THE ENGINEER PROMPTLY OF ANY DISCREPANCIES.
2. THE CONSTRUCTION LENGTHS INDICATED IN THESE PLANS ARE APPROXIMATE. ACTUAL LIMITS MAY BE SET IN THE FIELD AS DIRECTED BY THE ENGINEER.
3. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME THESE DRAWINGS WERE PREPARED, BUT DO NOT PURPORT TO BE ABSOLUTELY CORRECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT SIZE, LOCATION, DEPTH, HEIGHT, ELEVATION, DIMENSION, AND EXTENT OF ALL UNDERGROUND AND OVERHEAD FACILITIES AND OTHER FEATURES AFFECTING HIS WORK PRIOR TO PROCEEDING WITH ANY CONSTRUCTION ACTIVITY THAT MAY AFFECT SUCH FACILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY FAILURE TO COMPLY WITH THESE INSTRUCTIONS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE COORDINATION OF CONSTRUCTION SCHEDULING BETWEEN THE CONTRACTOR AND ALL UTILITY AGENCIES.
NOTE: THIS INCLUDES MEETING WITH UTILITY AGENCIES PRIOR TO THE PRE-CONSTRUCTION CONFERENCE TO ADJUST THEIR SCHEDULES TO COINCIDE WITH THE CONTRACTORS CONSTRUCTION SCHEDULE.
5. THE CONTRACTOR IS REQUIRED TO SET UP A MEETING BETWEEN MANATEE COUNTY TRAFFIC OPERATIONS TO IDENTIFY ANY PROBLEM AREAS PRIOR TO CONSTRUCTION SO ADJUSTMENTS CAN BE MADE. ANY DAMAGES CAUSED BY THE CONTRACTOR TO MANATEE COUNTY MAINTAINED TRAFFIC CONTROL, ROADWAY LIGHTING, ATMS DEVICES OR FIBER OPTIC FACILITIES SHALL BE REPAIRED TO THE SATISFACTION OF MANATEE COUNTY TRAFFIC OPERATIONS AT THE CONTRACTOR EXPENSE.
6. EXCEPT WHERE THE PLANS AND SPECIFICATIONS PROVIDE THAT SUCH WORK SHALL BE PERFORMED UNDER THE CONTRACT FOR THIS PROJECT, ALL UTILITIES INTERFERING WITH CONSTRUCTION SHALL BE REMOVED, RELOCATED OR ADJUSTED BY THEIR OWNERS, AT THEIR EXPENSE. THE CONTRACTOR SHALL ARRANGE HIS SCHEDULE TO ALLOW UTILITY OWNERS TIME FOR THE NECESSARY RELOCATION AND ADJUSTMENT OF UTILITIES AND RELATED STRUCTURES. THE FOLLOWING UTILITIES MAY HAVE LINES AND FACILITIES WITHIN THE PROJECT AREA.

BRIGHTHOUSE NETWORKS	TOM WRIGHT	(941) 748-3816
CITY OF BRADENTON	JIM MCLELLAN	(941) 708-6300 EXT. 235
FP&L	GREG COKER	(941) 723-4430
VERIZON	DENISE HUTTON	(941) 908-6722
MANATEE COUNTY TRANSPORTATION	VISHAL KAKKAD	(941) 749-3500, EXT. 7812
MANATEE COUNTY UTILITIES	JEFF STREITMATTER	(941) 708-7450
TECO PEOPLES GAS	DANNY SHANAHAN	(941) 342-4006
7. ABOVE GROUND AND/OR UNDERGROUND UTILITIES MAY BE IN THE AREA OF THIS PROJECT - PROCEED WITH CAUTION - THE CONTRACTOR SHALL CALL SUNSHINE STATE ONE CALL (1-800-432-4770) AND THE UTILITY OWNERS IN ADVANCE OF BEGINNING WORK, IN ACCORDANCE WITH CHAPTER 556, FLORIDA STATUTES, UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY. ALL UTILITY OWNERS MAY NOT BE A MEMBER, REQUIRING DIRECT CONTACT. THE CONTRACTOR SHALL FURTHER COORDINATE WITH UTILITY OWNERS TO RESOLVE CONFLICTS THAT MAY ARISE IN THE FIELD DURING CONSTRUCTION. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY UTILITIES DAMAGED AS A RESULT OF THE CONTRACTOR'S FAILURE TO CALL "SUNSHINE STATE ONE CALL" AND THE UTILITY OWNERS.
8. ALL EXISTING WATER MAINS, SANITARY SEWER, AND OTHER UTILITIES SHALL REMAIN IN SERVICE UNTIL THE RELOCATED UTILITIES ARE PLACED IN SERVICE.

BRIGHTHOUSE NETWORKS	TOM WRIGHT	(941) 748-3816
CITY OF BRADENTON	JIM MCLELLAN	(941) 708-6300 EXT. 235
FP&L	GREG COKER	(941) 723-4430
VERIZON	DENISE HUTTON	(941) 906-6722
MANATEE COUNTY TRANSPORTATION	VISHAL KAKKAD	(941) 749-3500, EXT. 7812
MANATEE COUNTY UTILITIES	JEFF STREITMATTER	(941) 708-7450
TECO PEOPLES GAS	DANNY SHANAHAAN	(941) 342-4006

7. ABOVE GROUND AND/OR UNDERGROUND UTILITIES MAY BE IN THE AREA OF THIS PROJECT - PROCEED WITH CAUTION - THE CONTRACTOR SHALL CALL SUNSHINE STATE ONE CALL (1-800-432-4770) AND THE UTILITY OWNERS IN ADVANCE OF BEGINNING WORK, IN ACCORDANCE WITH CHAPTER 556, FLORIDA STATUTES, UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY. ALL UTILITY OWNERS MAY NOT BE A MEMBER, REQUIRING DIRECT CONTACT. THE CONTRACTOR SHALL FURTHER COORDINATE WITH UTILITY OWNERS TO RESOLVE CONFLICTS THAT MAY ARISE IN THE FIELD DURING CONSTRUCTION. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY UTILITIES DAMAGED AS A RESULT OF THE CONTRACTOR'S FAILURE TO CALL "SUNSHINE STATE ONE CALL" AND THE UTILITY OWNERS.
8. ALL EXISTING WATER MAINS, SANITARY SEWER, AND OTHER UTILITIES SHALL REMAIN IN SERVICE UNTIL THE RELOCATED UTILITIES ARE PLACED IN SERVICE.
9. ALL EXISTING AND PROPOSED UTILITY AND STORM SEWER STRUCTURES WHOSE TOPS WILL BE EXPOSED WITHIN ANY SIDEWALK OR PAVED AREA SHALL BE ADJUSTED SO THAT THE TOP SURFACE OF COVERS OR FRAMES SHALL BE FLUSH WITH THE SIDEWALK OR PAVEMENT SURFACE. ALL EXISTING AND PROPOSED UTILITY AND STORM SEWER STRUCTURES WHOSE TOPS WILL BE EXPOSED WITHIN UNPAVED AREAS SUBJECT TO VEHICULAR, BICYCLE, OR PEDESTRIAN TRAFFIC SHALL BE ADJUSTED SO THAT THE TOP SURFACE OR COVERS OR FRAMES SHALL BE NO MORE THAN ONE INCH ABOVE THE FINISHED GRADE. WHERE SODDING IS APPLIED, "FINISHED GRADE" SHALL BE THE NOMINAL HEIGHT OF GRASS AFTER THE SOD IS FIRMLY PLACED.
10. SEPARATE PAYMENT SHALL BE MADE ONLY FOR THE ITEMS OF WORK LISTED AND IDENTIFIED BY APPROPRIATE PAY ITEM ON THE BID FORM. THE COST OF ANY RELATED WORK NOT SPECIFICALLY IDENTIFIED, BUT WHICH IS REQUIRED FOR SATISFACTORY COMPLETION OF THE WORK, SHALL BE CONSIDERED TO BE INCLUDED IN THE CONTRACT PRICE FOR THE APPROPRIATE BID ITEM.

1. THE CONTRACTOR SHALL HAVE A FOREMAN, OR RESPONSIBLE PARTY, ON SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED. ALL WORKERS ON THE JOB SITE WILL BE COURTEOUS TO THE PUBLIC AT ALL TIMES, AND SHALL REFER ANY QUESTIONS OR CONCERNS TO THE CONTRACTOR'S FOREMAN OR THE COUNTY INSPECTOR. THE FOREMAN SHALL SPEAK AND UNDERSTAND ENGLISH AND SHALL BE AVAILABLE AT ALL TIMES FOR TIMELY RESOLUTION OF PROJECT-RELATED ISSUES.
12. ALL EXISTING STORM PIPES WITHIN THE AFFECTED RIGHT-OF-WAY CORRIDOR ARE TO REMAIN UNLESS OTHERWISE NOTED IN THE PLANS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EROSION CONTROL AND SEDIMENT CONTROL, IN ACCORDANCE WITH FDOT INDEX 102, THROUGHOUT THE DURATION OF THE PROJECT AND ALL ASPECTS OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SITE RESTORATION EFFORTS THAT MAY BE REQUIRED AS A RESULT OF CONSTRUCTION. THE CONTRACTOR SHALL USE WHATEVER METHODS, CONFORMING TO APPLICABLE STANDARDS, NECESSARY TO PREVENT EROSION AND SILTATION AS MAY BE REQUIRED FOR THE PROJECT.
14. ALL EROSION CONTROL FENCES, BARRIERS, AND SILTATION DEVICES SHALL BE ERRECTED PRIOR TO ANY LAND ALTERATIONS, SHALL BE MAINTAINED IN GOOD WORKING ORDER DURING CONSTRUCTION, AND REMOVED FOLLOWING SOIL STABILIZATION AND FINAL DRESSING. BUILT-UP SEDIMENT WILL BE REMOVED FROM SILT FENCES AND STAKED TURBIDITY BARRIERS WHEN IT HAS REACHED ONE THIRD THE HEIGHT OF THE FENCE/BARRIER. STOCKPILE AREAS SHALL INCLUDE SILT FENCE AROUND THE PERIMETER.
15. THE CONTRACTOR SHALL NOT RESTRICT OR BLOCK THE EXISTING DRAINAGE FLOW OVERLAND OR WITHIN THE RESHAPED SWALES. FLOW WITHIN EXISTING DRAINAGE PIPES SHALL BE MAINTAINED AT ALL TIMES. STORMWATER WILL BE CONVEYED VIA EXISTING SWALES, DITCHES, PROPOSED DITCHES, AND EXISTING AND PROPOSED STORM SEWERS.
16. CONTRACTOR SHALL CHECK ALL EROSION AND SILTATION CONTROL DEVICES WEEKLY, AND AFTER EACH RAINFALL, AND REPAIR AND REPLACE THEM AS REQUIRED. MAINTENANCE AND INSPECTION OF THE CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION CONTROL SHALL BE INCLUDED IN THE COST OF PAY ITEMS LISTED.
17. WHERE EXCAVATION IS REQUIRED FOR CONSTRUCTION OF SIDEWALK, ALL STUMPS, ROOTS, ETC. SHALL BE REMOVED COMPLETELY FROM THE SIDEWALK AREA. ALL STUMPS WITHIN THE PROJECT LIMITS SHALL BE REMOVED COMPLETELY AND REPLACED WITH COMPACTED BACKFILL BEFORE THE AREA IS FILLED. TREE ROOTS IN AREA OF PROPOSED SIDEWALK, RAMP, OR DRIVEWAY REPLACEMENT SHALL BE GROUND OUT TO A DEPTH OF 1-FOOT BELOW BOTTOM OF NEW SIDEWALK OR DRIVEWAY. ALL PRUNED ROOT DEBRIS SHALL BE REMOVED FROM THE SUB-BASE MATERIAL PRIOR TO POURING CONCRETE, ASPHALT, OR APPLICATION OF OTHER SPECIFIED MATERIALS. THIS WORK SHALL BE INCLUDED IN AND PAID FOR UNDER THE PAY ITEM FOR CLEARING AND GRUBBING.
18. ALL STUMPS, ROOTS, AND OTHER DEBRIS PROJECTING THROUGH OR APPEARING ON THE SURFACE OF THE GROUND SHALL BE REMOVED TO A DEPTH OF 1-FOOT BELOW THE COMPLETED SURFACE. THIS WORK SHALL BE INCLUDED IN AND PAID FOR UNDER THE PAY ITEM FOR CLEARING AND GRUBBING.
19. ALL MATERIALS NOT CLAIMED BY THE COUNTY SHALL BECOME PROPERTY OF THE CONTRACTOR, AND SHALL BE DISPOSED OF BY THE CONTRACTOR IN AREAS PROVIDED BY THE CONTRACTOR. THIS WORK SHALL BE INCLUDED IN AND PAID FOR UNDER THE PAY ITEM CLEARING AND GRUBBING. COORDINATION WITH THE COUNTY IS REQUIRED FOR REMOVAL, DISPOSAL OR RELOCATION OF THE BUS BENCH.
20. ALL AREAS OF EXPOSED EARTH RESULTING FROM CONSTRUCTION ACTIVITIES SHALL BE SODDED AS DIRECTED BY THE ENGINEER. SEEDING AND MULCHING SHALL BE APPLIED ONLY WHERE SPECIFICALLY CALLED FOR IN THE PLANS AND SPECIFICATIONS, OR WHERE SPECIFICALLY DIRECTED BY THE ENGINEER.
21. THE CONTRACTOR WILL BACKFILL AREAS TO BE SODDED WITH CLEAN FILL TO MAINTAIN PROPER GRADE OF THE PLANTING AREA, AND THE SOD SHALL BE PROPERLY CUT-IN AND TAMPED, THE COST OF WHICH IS INCLUDED IN THE PAY ITEM FOR PERFORMANCE TURF, SOD.
22. SOD STABILIZATION SHALL OCCUR WITHIN 72 HOURS OF ACHIEVING FINAL GRADE. ALL SLOPES STEEPER THAN 3:1 SHALL INCLUDE SOD STAPLING OR STAKING, THE COST OF WHICH IS INCLUDED IN THE PAY ITEM FOR PERFORMANCE TURF, SOD (SY).
23. THE CONTRACTOR SHALL PROVIDE ALL SHEETING, SHORING, AND BRACING REQUIRED TO PROTECT ADJACENT STRUCTURES OR TO MINIMIZE TRENCH WIDTH. WHERE A SEPARATE PAY ITEM IS NOT PROVIDED, THE COST OF ALL SHEETING, SHORING, AND BRACING REQUIRED SHALL BE INCLUDED IN THE CONTRACT PRICE FOR THE ITEM OF WORK FOR WHICH SHEETING, SHORING, AND BRACING IS REQUIRED.

24. UNSUITABLE MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF SITE, AT A SUITABLE SITE PROVIDED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL PERMITS AND PERMITTING FEES REQUIRED FOR THE TRANSPORT AND DISPOSAL OF UNSUITABLE MATERIAL.
25. BORROW MATERIAL REQUIRED FOR CONSTRUCTION OF THE PROJECT SHALL BE PROVIDED BY THE CONTRACTOR, FROM BORROW AREAS PROVIDED BY THE CONTRACTOR.
26. THE CONTRACTOR SHALL ENDEAVOR TO PROTECT PRIVATE PROPERTY. ANY PRIVATELY OWNED FEATURES LOCATED ON PRIVATE PROPERTY AND OUTSIDE THE DESIGNATED AREA OF CONSTRUCTION WHICH ARE DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE REPAIRED IN A TIMELY MANNER AT THE EXPENSE OF THE CONTRACTOR. PAYMENT SHALL NOT BE MADE FOR THIS WORK.
27. EXISTING ROADWAY MATERIALS SUCH AS SHELL, MARL, OR LIMEROCK SUITABLE FOR SUCH MAY BE UTILIZED IN THE PREPARATION OF STABILIZED SUBGRADE.
28. THE CONTRACTOR SHALL DISTURB NO MORE GROUND THAN WHAT IS NECESSARY FOR CONSTRUCTION. NO OPEN EXCAVATED TRENCH, OR OTHER UNSAFE CONDITION, WILL BE LEFT OVERNIGHT. ALL WORK SITES WILL BE COMPLETELY RESTORED WITHIN SEVEN (7) CALENDAR DAYS OF THE CONCRETE POUR FOR SIDEWALK. THE INTENT OF THIS PROVISION IS TO "SAFE-UP" THE PROJECT SITE AS WORK PROGRESSES, AND SHALL INCLUDE REMOVING FORMS, FILLING HOLES, GRADING, AND REMOVAL OF DEBRIS.
29. ALL SIDEWALK DAMAGED BY THE CONTRACTOR OR SUBCONTRACTOR SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR, AT THE DIRECTION OF THE ENGINEER.
30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE STAKE-OUT OF THE PROJECT, I.E., LINE, GRADE, SLOPE, UTILITY RELOCATIONS OR ANY OTHER STAKE-OUT THAT MAY BE REQUIRED TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. ANY AND ALL EXPENSES INCURRED FOR THIS WORK SHALL BE INCLUDED IN THE UNIT PRICE BID FOR OTHER ITEMS. NO ADDITIONAL PAYMENT SHALL BE MADE FOR THIS WORK.
31. STAKING OF ROW: CONTRACTOR SHALL STAKE ALL ROW CORNERS AND INTERMITTENT ROW STAKES TO CLEARLY DEFINE THE ROW LOCATION FOR ALL CONTRACTOR, UTILITIES, AND COUNTY REPRESENTATIVES. THE ROW SHALL BE STAKED WITHIN 20 DAYS FROM NTP AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. PAYMENT FOR STAKING OF ROW WILL BE INCLUDED IN PAY ITEM 101-1, MOBILIZATION.
32. OVERALL CLEAN-UP SHALL BE ACCOMPLISHED BY THE CONTRACTOR TO THE SATISFACTION OF THE COUNTY PROJECT MANAGER. ANY AND ALL EXPENSES INCURRED FOR THIS WORK SHALL BE INCLUDED IN THE UNIT PRICE BID FOR MOBILIZATION.
33. RECORD DRAWINGS SHALL BE PREPARED BY THE CONTRACTOR. PAYMENT FOR RECORD DRAWINGS WILL BE INCLUDED IN PAY ITEM 101-1, MOBILIZATION.
34. ANY DAMAGE TO STATE, COUNTY, OR LOCAL ROADS CAUSED BY THE CONTRACTOR'S HAULING OR EXCAVATION EQUIPMENT SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE COUNTY PROJECT MANAGER. PAYMENT SHALL NOT BE MADE FOR THIS WORK.
35. ANY U.S.C. AND G.S. MONUMENT WITHIN LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, THE CONTRACTOR SHOULD NOTIFY:

DIRECTOR, CHARTING AND GEODETIC SERVICES
6001 EXECUTIVE BLVD
ATTN C172
ROCKVILLE, MARYLAND 20852
PHONE: (301) 443-8319
36. ALL CONSTRUCTION WITHIN FDOT RIGHT-OF-WAY IS TO BE IN ACCORDANCE WITH CURRENT FDOT STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION AND THE DESIGN STANDARDS.
37. ANY WATER WELLS FOUND WITHIN THE LIMITS OF PROPOSED RIGHT-OF-WAY SHALL BE ABANDONED BY A FLORIDA LICENSED WATER WELL CONTRACTOR IN ACCORDANCE WITH RULE 40D-3.531(2). F.A.C. ALSO REFER TO 40D-40.301(1)(F, H), F.A.C. THE COST OF ABANDONING ANY WELLS SHALL BE INCLUDED IN THE COST OF CLEARING AND GRUBBING.
38. FOR PLACEMENT LOCATION OF THE BUS LANDING PAD AREA, THE CONTRACTOR SHOULD MAINTAIN A MINIMUM OF 12 FEET FROM THE TANGENT OF THE INTERSECTING ROADWAY AND A MINIMUM OF 15 FEET Laterally FROM A FIRE HYDRANT, POWER POLE AND/OR LIGHT POLE.
39. THE CONTRACTOR SHOULD NOT PROPOSE CONSTRUCTION AT TWO CONSECUTIVE BUS STOPS ON THE SAME ROADWAY IN THE SAME DIRECTION, AT THE SAME TIME.

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Inventory No. 143		Stop ID No. 890		
NO.	PAY ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY
1	101-1	MOBILIZATION	LS	1
2	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	104-10-3	SEDIMENT BARRIER	LF	20
4	104-18	INLET PROTECTION SYSTEM	EA	0
5	110-1-1	CLEARING AND GRUBBING	LS	1
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	23
7	110-7-1	MAILBOX	EA	0
8	120-1	REGULAR EXCAVATION	CY	3
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E (MODIFIED)	LF	0
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	0
11	520-2-4	CONCRETE CURB, TYPE D	LF	0
12	522-1	CONCRETE SIDEWALK, 4" THICK	SY	6
13	522-2	CONCRETE SIDEWALK, 6" THICK	SY	27
14	570-1-2	PERFORMANCE TURF, SOD	SY	7
15	700-20-40	SINGLE POST SIGN, RELOCATE	AS	0

Inventory No. 18		Stop ID No. 263		
NO.	PAY ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY
1	101-1	MOBILIZATION	LS	1
2	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	104-10-3	SEDIMENT BARRIER	LF	60
4	104-18	INLET PROTECTION SYSTEM	EA	0
5	110-1-1	CLEARING AND GRUBBING	LS	1
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	23
7	110-7-1	MAILBOX	EA	0
8	120-1	REGULAR EXCAVATION	CY	3
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E (MODIFIED)	LF	0
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	0
11	520-2-4	CONCRETE CURB, TYPE D	LF	0
12	522-1	CONCRETE SIDEWALK, 4" THICK	SY	6
13	522-2	CONCRETE SIDEWALK, 6" THICK	SY	27
14	570-1-2	PERFORMANCE TURF, SOD	SY	12
15	700-20-40	SINGLE POST SIGN, RELOCATE	AS	0

Inventory No. 17		Stop ID No. 265		
NO.	PAY ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY
1	101-1	MOBILIZATION	LS	1
2	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	104-10-3	SEDIMENT BARRIER	LF	60
4	104-18	INLET PROTECTION SYSTEM	EA	0
5	110-1-1	CLEARING AND GRUBBING	LS	1
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	23
7	110-7-1	MAILBOX	EA	0
8	120-1	REGULAR EXCAVATION	CY	3
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E (MODIFIED)	LF	0
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	0
11	520-2-4	CONCRETE CURB, TYPE D	LF	0
12	522-1	CONCRETE SIDEWALK, 4" THICK	SY	6
13	522-2	CONCRETE SIDEWALK, 6" THICK	SY	27
14	570-1-2	PERFORMANCE TURF, SOD	SY	12
15	700-20-40	SINGLE POST SIGN, RELOCATE	AS	0

Inventory No. 161		Stop ID No. 266		
NO.	PAY ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY
1	101-1	MOBILIZATION	LS	1
2	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	104-10-3	SEDIMENT BARRIER	LF	65
4	104-18	INLET PROTECTION SYSTEM	EA	1
5	110-1-1	CLEARING AND GRUBBING	LS	1
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	25
7	110-7-1	MAILBOX	EA	0
8	120-1	REGULAR EXCAVATION	CY	4
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E (MODIFIED)	LF	0
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	0
11	520-2-4	CONCRETE CURB, TYPE D	LF	0
12	522-1	CONCRETE SIDEWALK, 4" THICK	SY	6
13	522-2	CONCRETE SIDEWALK, 6" THICK	SY	34
14	570-1-2	PERFORMANCE TURF, SOD	SY	12
15	700-20-40	SINGLE POST SIGN, RELOCATE	AS	0

Inventory No. 162		Stop ID No. 261		
NO.	PAY ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY
1	101-1	MOBILIZATION	LS	1
2	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	104-10-3	SEDIMENT BARRIER	LF	4
4	104-18	INLET PROTECTION SYSTEM	EA	0
5	110-1-1	CLEARING AND GRUBBING	LS	1
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	23
7	110-7-1	MAILBOX	EA	0
8	120-1	REGULAR EXCAVATION	CY	3
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E (MODIFIED)	LF	0
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	0
11	520-2-4	CONCRETE CURB, TYPE D	LF	0
12	522-1	CONCRETE SIDEWALK, 4" THICK	SY	6
13	522-2	CONCRETE SIDEWALK, 6" THICK	SY	24
14	570-1-2	PERFORMANCE TURF, SOD	SY	5
15	700-20-40	SINGLE POST SIGN, RELOCATE	AS	0

Inventory No. 163		Stop ID No. 254		
NO.	PAY ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY
1	101-1	MOBILIZATION	LS	1
2	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	104-10-3	SEDIMENT BARRIER	LF	4
4	104-18	INLET PROTECTION SYSTEM	EA	0
5	110-1-1	CLEARING AND GRUBBING	LS	1
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	23
7	110-7-1	MAILBOX	EA	0
8	120-1	REGULAR EXCAVATION	CY	3
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E (MODIFIED)	LF	0
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	0
11	520-2-4	CONCRETE CURB, TYPE D	LF	0
12	522-1	CONCRETE SIDEWALK, 4" THICK	SY	6
13	522-2	CONCRETE SIDEWALK, 6" THICK	SY	24
14	570-1-2	PERFORMANCE TURF, SOD	SY	5
15	700-20-40	SINGLE POST SIGN, RELOCATE	AS	0

NO.	DESCRIPTION	BY	DATE



MANATEE COUNTY

BUS STOP IMPROVEMENTS
FOR ADA COMPLIANCE
PACKAGE B - PLAN SET 2

380 Park Place Blvd., Suite 300, Clearwater, Florida 33759
www.cardnotbe.com - 727.531.3505
Certificate of Authorization No. 3843

SHARI BARNWELL, P.E.
LIC. NO.: 71357

DESIGNED	SKB
DRAWN	EPO
Q.C.	
APPROVED	SKB

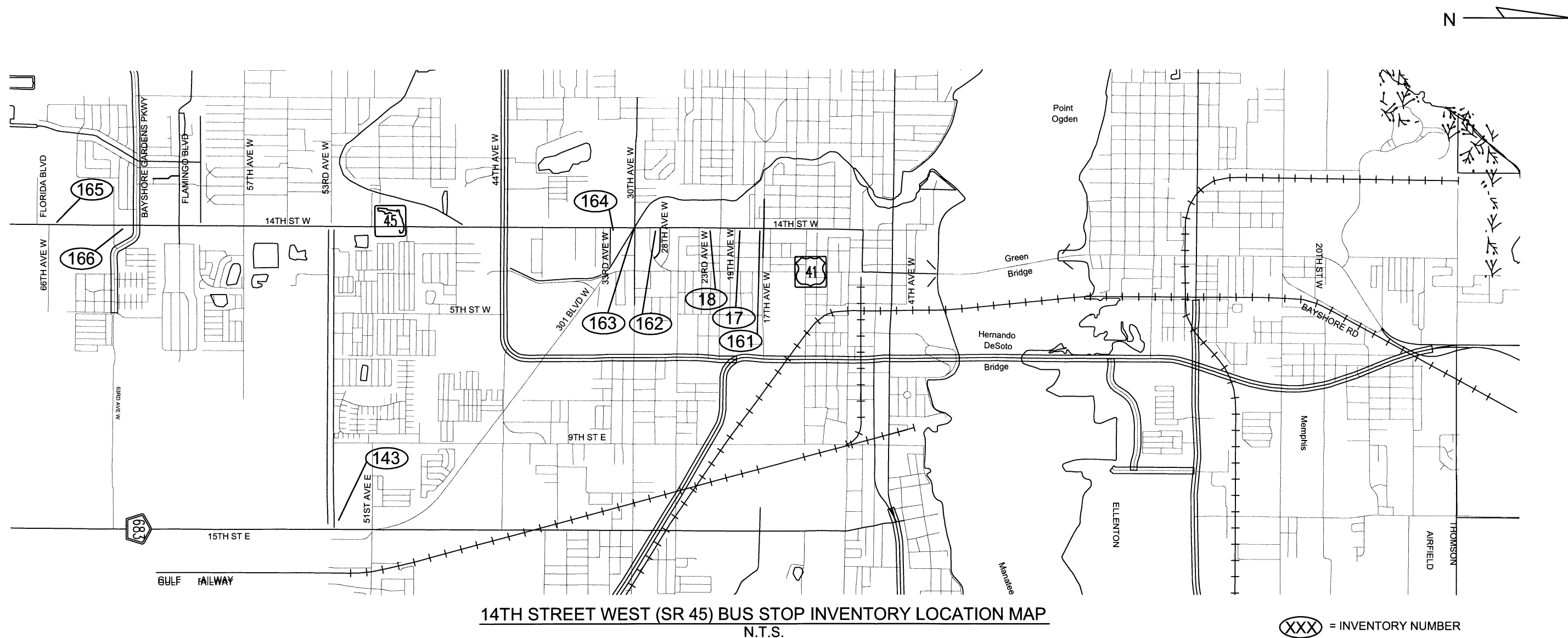
SUMMARY OF QUANTITIES

PROJECT NO:	00193-008-017
DATE:	11-14-2012
SHEET NO:	4

Inventory No. 164		Stop ID No. 253		
NO.	PAY ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY
1	101-1	MOBILIZATION	LS	1
2	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	104-10-3	SEDIMENT BARRIER	LF	4
4	104-18	INLET PROTECTION SYSTEM	EA	0
5	110-1-1	CLEARING AND GRUBBING	LS	1
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	23
7	110-7-1	MAILBOX	EA	0
8	120-1	REGULAR EXCAVATION	CY	2
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E (MODIFIED)	LF	0
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	0
11	520-2-4	CONCRETE CURB, TYPE D	LF	0
12	522-1	CONCRETE SIDEWALK, 4" THICK	SY	6
13	522-2	CONCRETE SIDEWALK, 6" THICK	SY	24
14	570-1-2	PERFORMANCE TURF, SOD	SY	5
15	700-20-40	SINGLE POST SIGN, RELOCATE	AS	1

Inventory No. 165		Stop ID No. 328		
NO.	PAY ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY
1	101-1	MOBILIZATION	LS	1
2	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	104-10-3	SEDIMENT BARRIER	LF	180
4	104-18	INLET PROTECTION SYSTEM	EA	1
5	110-1-1	CLEARING AND GRUBBING	LS	1
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	0
7	110-7-1	MAILBOX	EA	0
8	120-1	REGULAR EXCAVATION	CY	9
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E (MODIFIED)	LF	0
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	0
11	520-2-4	CONCRETE CURB, TYPE D	LF	0
12	522-1	CONCRETE SIDEWALK, 4" THICK	SY	93
13	522-2	CONCRETE SIDEWALK, 6" THICK	SY	27
14	570-1-2	PERFORMANCE TURF, SOD	SY	37
15	700-20-40	SINGLE POST SIGN, RELOCATE	AS	1

Inventory No. 166		Stop ID No. 223		
NO.	PAY ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY
1	101-1	MOBILIZATION	LS	1
2	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	104-10-3	SEDIMENT BARRIER	LF	500
4	104-18	INLET PROTECTION SYSTEM	EA	2
5	110-1-1	CLEARING AND GRUBBING	LS	1
6	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	0
7	110-7-1	MAILBOX	EA	0
8	120-1	REGULAR EXCAVATION	CY	32
9	520-1-7	CONCRETE CURB & GUTTER, TYPE E (MODIFIED)	LF	0
10	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	0
11	520-2-4	CONCRETE CURB, TYPE D	LF	0
12	522-1	CONCRETE SIDEWALK, 4" THICK	SY	278
13	522-2	CONCRETE SIDEWALK, 6" THICK	SY	27
14	570-1-2	PERFORMANCE TURF, SOD	SY	259
15	700-21-40	MULTI-POST SIGN, RELOCATE	AS	1



14TH STREET WEST (SR 45) BUS STOP INVENTORY LOCATION MAP
N.T.S.

XXX = INVENTORY NUMBER

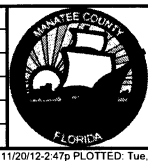

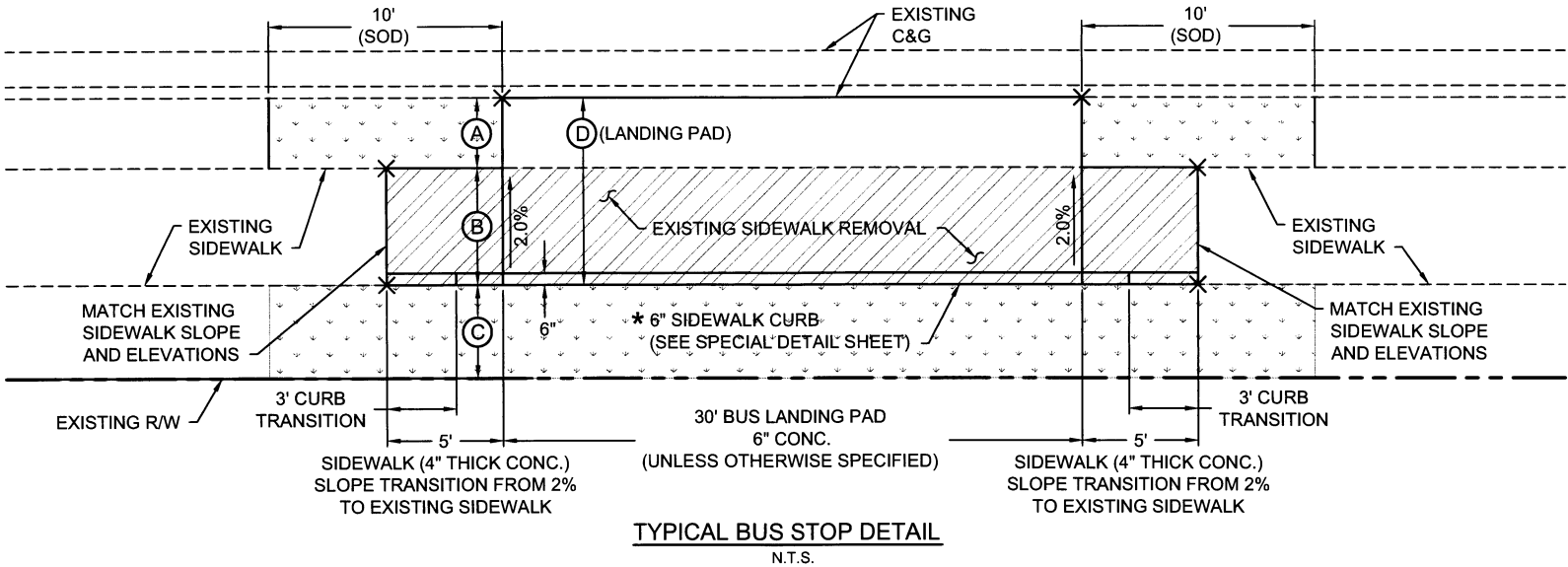

 MANATEE COUNTY				BUS STOP IMPROVEMENTS FOR ADA COMPLIANCE PACKAGE B - PLAN SET 2		 380 Park Place Blvd., Suite 300, Clearwater, Florida 33759 www.cardnotbe.com - 727.531.3505 Certificate of Authorization No. 3843		DESIGNED SKB DRAWN EPO Q.C. SKB APPROVED SHARI BARNWELL, P.E. LIC. NO.: 71357 DATE		BUS STOP PLAN 14TH STREET WEST (SR 45)		PROJECT NO: 00193-008-017 DATE: 11-14-2012 SHEET NO: 6
NO.	DESCRIPTION	BY	DATE									


TABLE: BUS STOP IMPROVEMENTS (LOCATIONS AND CONSTRUCTION DIMENSIONS)
NOTE: BUS STOP IS LOCATED ON THE FIRST STREET LISTED UNDER DESCRIPTION.


INVENTORY NO.	STOP I.D.	DESCRIPTION	INTERSECTION LOCATION	CURB RAMP	DIMENSIONS				UTILITY ADJUSTMENTS ANTICIPATED (BY UTILITY OWNER)	BUS STOP DESIGN NOTES / ADDITIONAL ITEMS FOR CONSTRUCTION
					(A)	(B)	(C)	(D)		
17	265	14TH STREET WEST (SR 45) / 19TH AVENUE WEST		N/A	4.83'	5'	0'	9.83'	N/A	RELOCATE BUS STOP 6' S OF LIGHT POLE. LANDING TO START 30' S OF LIGHT POLE.
18	263	14TH STREET WEST (SR 45) / 23RD AVENUE WEST		N/A	4.75'	5'	0'	9.75'	N/A	CANNOT MEET 15' REQUIREMENT FROM FIRE HYDRANT AND LIGHT POLE.
143	890	SR 70 (53RD AVENUE EAST) / 15TH STREET EAST		N/A	3'	5'	0'	8'	N/A	N/A
161	266	14TH STREET WEST (SR 45) / 17TH AVENUE WEST		N/A	5'	5'	0'	10'	N/A	SPACE RESTRICTIONS DICTATE LANDING TO BE 15' LONG X 10' WIDE.
162	261	14TH STREET WEST (SR 45) / 28TH AVENUE WEST		N/A	2'	5'	0'	7'	N/A	N/A
163	254	14TH STREET WEST (SR 45) / 30TH AVENUE WEST		N/A	2'	5'	0'	7'	N/A	EXTEND EXISTING LANDING PAD TO 30' LONG X 7' WIDE. RELOCATE BUS STOP SIGN.
164	253	14TH STREET WEST (SR 45) / 33RD AVENUE WEST		N/A	2'	5'	0'	7'	N/A	RELOCATE BUS STOP 44' TO THE SOUTH ON THE SOUTH SIDE OF THE DRIVEWAY. RELOCATE SIGN.
165	328	14TH STREET WEST (SR 45) / 66TH AVENUE WEST/ (BAYSHORE BAPTIST CHURCH ENTRANCE)		N/A	6'	0'	0'	6'	N/A	ADD SIDEWALK (4" CONC.) BETWEEN DRIVEWAY TO THE NORTH AND DRIVEWAY TO THE SOUTH 130' LONG X 6' WIDE. REDUCE SIDEWALK WIDTH AT FIBER OPTIC PULL BOX. RELOCATE SIGN.
166	223	14TH STREET WEST (SR 45) / BAYSHORE GARDENS PARKWAY		N/A	12'	0'	0'	8'	N/A	ADD SIDEWALK (4" CONC.) BETWEEN CURB RAMP AT 63RD AVE. W. AND CONNECT TO EXISTING SIDEWALK AT BAYSHORE GARDENS PARKWAY 500' LONG X 5' WIDE. REDUCE SIDEWALK WIDTH AT LARGE UTILITY BOX. PLACE BUS STOP NORTH OF ABOVE GROUND UTILITY. RELOCATE BUS STOP SIGN.



LEGEND:



 LIMITS OF CONCRETE REMOVAL

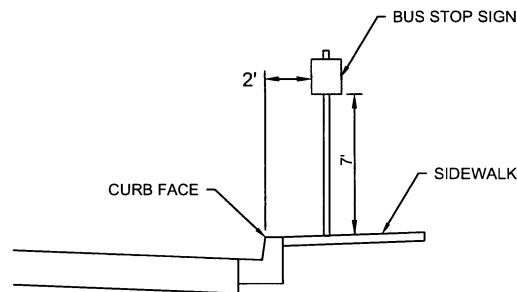
 LIMITS OF SOD

 MATCH EXISTING ELEVATIONS

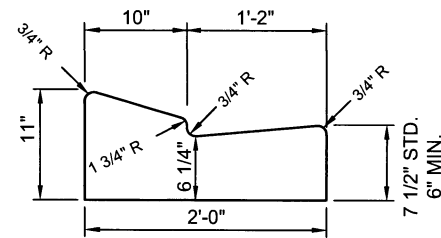
*NOTE:
6" SIDEWALK CURB IS ONLY REQUIRED AT LOCATIONS WHERE BACK OF LANDING PAD AND EXISTING GROUND AT BACK OF LANDING EXCEEDS AN ELEVATION DIFFERENCE GREATER THAN 2".

NOTE:
REPLACEMENT OF CURB INCLUDES 5' TRANSITION EACH SIDE.

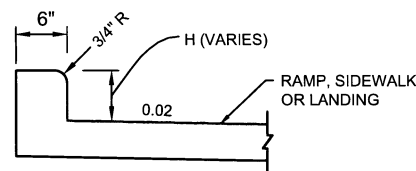
 MANATEE COUNTY	BUS STOP IMPROVEMENTS FOR ADA COMPLIANCE PACKAGE B - PLAN SET 2	 380 Park Place Blvd., Suite 300, Clearwater, Florida 33759 www.cardnotbe.com - 727.531.3505 Certificate of Authorization No. 3843	DESIGNED SKB DRAWN EPO Q.C. SKB APPROVED SKB	BUS STOP PLAN 14TH STREET WEST (SR 45)	PROJECT NO: 00193-008-017 DATE: 11-14-2012 SHEET NO: 7	
NO.	DESCRIPTION	BY	DATE	SHARI BARNWELL, P.E. LIC. NO.: 71357	DATE	



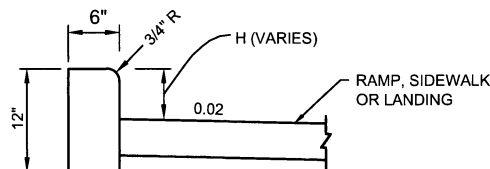
MINIMUM DISTANCE FOR BUS STOP SIGN
(CURB AND GUTTER CONDITION)



MODIFIED "TYPE E" CURB AND GUTTER



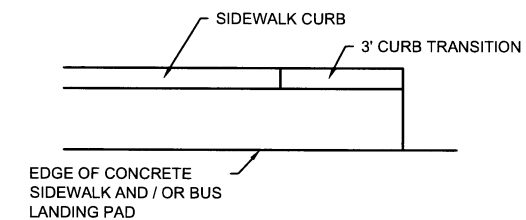
MONOLITHIC CAST CURB



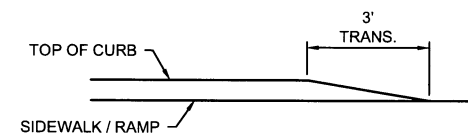
SEPARATELY CAST CURB

BUS LANDING PAD, RAMP AND SIDEWALK CURB OPTIONS

FDOT INDEX 304 - SHEET NO. 4





PLAN



PROFILE

CURB TRANSITION ENDINGS

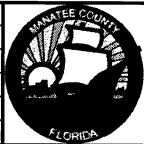
FDOT INDEX 300 - SHEET 2 OF 2

				 MANATEE COUNTY	BUS STOP IMPROVEMENTS FOR ADA COMPLIANCE PACKAGE B - PLAN SET 2	 380 Park Place Blvd., Suite 300, Clearwater, Florida 33759 www.cardnotbe.com - 727.531.3505 Certificate of Authorization No. 3843	SHARI BARNWELL, P.E. LIC. NO.: 71357	DATE	DESIGNED SKB DRAWN EPO Q.C. SKB APPROVED	SPECIAL DETAILS	PROJECT NO: 00193-008-017 DATE: 11-14-2012 SHEET NO: 8
NO.	DESCRIPTION	BY	DATE								

MAINTENANCE OF TRAFFIC GENERAL NOTES

1. THE COST OF MAINTENANCE OF TRAFFIC OPERATIONS SHALL BE INCLUDED UNDER THE LUMP SUM PAY ITEM FOR MAINTENANCE OF TRAFFIC, UNLESS A SEPARATE PAY ITEM IS PROVIDED.
2. THE CONTRACTOR SHALL PROVIDE FOR THE SAFE MOVEMENT OF PEDESTRIANS AND VEHICLES THROUGHOUT ALL PHASES OF CONSTRUCTION, INCLUDING DELIVERIES AND DROP-OFFS IN WORK ZONES.
3. THE CONTRACTOR SHALL PROVIDE A MAINTENANCE OF TRAFFIC PLAN, SIGNED AND SEALED BY A FLORIDA LICENSED PROFESSIONAL ENGINEER (WITH ADVANCED FDOT MOT CERTIFICATION) FOR REVIEW PRIOR TO IMPLEMENTATION OF THE MAINTENANCE OF TRAFFIC PLAN FOR EACH PHASE OF CONSTRUCTION. MOT PLAN SHALL BE DESIGNED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) (LATEST EDITION) AS WELL AS THE FDOT SERIES 600 STANDARD INDEXES. THE PLAN SHALL BE SUBMITTED WITHIN 30 DAYS AFTER CONTRACT AWARD. THE COST OF ALL LABOR AND MATERIALS REQUIRED FOR MAINTENANCE OF TRAFFIC SHALL BE INCLUDED IN THE LUMP SUM PAY ITEM FOR MAINTENANCE OF TRAFFIC. THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL AND SAFETY DEVICES, IN ACCORDANCE WITH THE CURRENT FLORIDA DEPARTMENT OF TRANSPORTATION "DESIGN STANDARDS, INDEX SERIES 600", AS AMENDED BY THE SPECIFICATIONS FOR THIS PROJECT.
4. ACCESS SHALL BE CONTINUOUSLY MAINTAINED AT ALL SIDE STREETS AND DRIVEWAYS FOR THE DURATION OF THE PROJECT, UNLESS PREVIOUSLY APPROVED BY MANATEE COUNTY.
5. FOR SIDE STREET INTERSECTIONS, LANE CLOSURE SHALL BE LIMITED TO ONE LANE AT ALL TIMES. AT A MINIMUM, ONE-LANE, TWO-WAY OPERATION SHALL BE MAINTAINED THROUGH THE USE OF FLAGGERS. TWO-LANE, TWO-WAY OPERATION SHALL BE MAINTAINED DURING PERIODS OF LANE CLOSURE RESTRICTIONS AND WHEN CONSTRUCTION ACTIVITIES ARE BEYOND THE LIMITS OF THE INTERSECTIONS.
6. DURING PERIODS OF LANE CLOSURES, THE CONTRACTOR SHALL PROVIDE AN FDOT CERTIFIED WORK SITE TRAFFIC SUPERVISOR FOR THE INSTALLATION, MAINTENANCE, AND REMOVAL OF TRAFFIC CONTROL DEVICES (E.G. BARRICADES, SIGNS, ARROW PANELS, ETC.) AS OUTLINED IN THE FDOT STANDARD SPECIFICATIONS AND THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS.
7. THE CONTRACTOR SHALL NOTIFY ALL LOCAL LAW ENFORCEMENT PRIOR TO A LANE CLOSURE THAT WILL EXCEED TWO HOURS.
8. TRAFFIC CONDITIONS, ACCIDENTS AND OTHER UNFORESEEN EMERGENCY CONDITIONS MAY REQUIRE THE ENGINEER TO RESTRICT OR REMOVE LANE CLOSURE OR CHANNELIZATION. UNDER THESE CONDITIONS, THE CONTRACTOR SHALL RESPOND AND PROVIDE ADJUSTMENTS AS DIRECTED BY THE ENGINEER WITHOUT DELAY. THE CONTRACTOR SHALL ALSO RESPOND WITHIN THE CONSTRAINTS OUTLINED IN THE STANDARD SPECIFICATIONS UPON NOTIFICATION BY THE ENGINEER OF ANY REQUESTS FOR CORRECTION, IMPROVEMENT, OR MODIFICATION TO THE TRAFFIC CONTROL PLAN AND/OR DEVICES. THE COST OF THIS SERVICE SHALL BE INCLUDED IN THE LUMP SUM PRICE FOR MAINTENANCE OF TRAFFIC.

NO.	DESCRIPTION	BY	DATE



MANATEE COUNTY

BUS STOP IMPROVEMENTS
FOR ADA COMPLIANCE
PACKAGE B - PLAN SET 2

380 Park Place Blvd., Suite 300, Clearwater, Florida 33759
www.cardnolbe.com - 727.531.3505
Certificate of Authorization No. 3843

SHARI BARNWELL, P.E.

LIC. NO.: 71357DATE

DESIGNED	SKB
DRAWN	EPO
Q.C.	SKB
APPROVED	

TRAFFIC CONTROL PLAN

PROJECT NO:	00193-008-017
DATE:	11-14-2012
SHEET NO:	9

Manatee County Area Transit MCAT Bus Stop Improvements for ADA Compliance

FEDERAL TRANSIT ADMINISTRATION CONTRACT CLAUSES

INDEX

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2. Energy Conservation Requirements
3. Clean Water Requirements
4. Lobbying
5. Access to Records and Reports
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8. Clean Air
9. Recycled Products
10. Davis-Bacon and Copeland Anti-Kickback Acts
11. Contract Work Hours and Safety Standards Act
12. No Government Obligation to Third Parties
13. Program Fraud and False or Fraudulent Statements and Related Acts
14. Termination
15. Government-wide Debarment and Suspension (Nonprocurement)
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17. Civil Rights Requirements
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19. Disadvantaged Business Enterprises (DBE)
20. Incorporation of Federal Transit Administration (FTA) Terms

FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES

1. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323 (j)

49 C.F.R. Part 661

Applicable to: *Construction contracts and acquisition of goods or rolling stock (valued at more than \$100,000).*

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal Funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)© and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification which is made a part of the Invitation for Bid. Bids that are not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors

The certification titled *Buy America* must be completed and returned with your bid. The certification is located behind the bid form.

2. ENERGY CONSERVATION REQUIREMENT

42 U.S.C. 6321 et seq.

49 CFR Part 18

Applicable to: *All Contracts*

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

3. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicable to: All contracts and subcontracts which exceed \$100,000

The Contractor (1) agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

4. LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Applicable to Contracts:

The Lobbying requirements apply to Construction/Architectural and Engineering Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

-Lobbying Certification and Disclosure of Lobbying Activities for third party Contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

-Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that Contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

4. LOBBYING (Continued)

-Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S. C. 1352 as amended by the Lobbying Disclosure Act of 1995, P. L. 104-65 [to be codified at 2 U.S.C. §1601, *et seq.*] Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contract under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying

4. LOBBYING (Continued)

Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

5. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Applicable to: Contracts as described below

(1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FA Recipient in accordance with 49 C.F.R. 18.36(i), The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.F. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project , defined at 49 U.S.C. 5302 (a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311.

(2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representative, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

5. ACCESS TO RECORDS AND REPORTS (Continued)

(3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F. R. 1948, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(7) FTA does not require the inclusion of these requirements in subcontracts.

6. FEDERAL CHANGES

49 CFR Part 18

Applicable to: All contracts

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the County and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

7. BONDING REQUIREMENTS

For Bonding requirements, refer to Manatee County's bonding requirements for bid guaranty, payment and performance bonds which is made a part of this Invitation for Bid OR Request for Proposal.

8. Clean Air

42 U.S.C. 7401 ET SEQ
40 CFR 15.61
49 CFR Part 18

Applicable to: All contracts exceeding \$100,000

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

9. RECYCLED PRODUCTS

42 U.S.C. 7401 ET SEQ
40 CFR 15.61
49 CFR Part 18

Applicable to: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. These regulations apply to all procurement actions involving items designed by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

The Contractor agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery ACT (RCRA), as amended (42 U.S.C. 6962) including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

10. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Applicable to: Construction contracts over \$2000 for Davis-Bacon Act

Applicable to: Construction contractors over \$100,000 for Copeland Anti-Kickback Act

10. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS (Continued)

Background and Application

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

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

Clause Language

Davis-Bacon and Copeland Anti-Kickback Acts:

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

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

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

10. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACT (Continued)

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

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

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

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

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

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

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

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

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

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

10. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACT (Continued)

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

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

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

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

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

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

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

10. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACT (Continued)

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

Contractors employing apprentices or trainees under approved programs shall maintain written evident of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the County for the transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-0014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

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

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

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

10. DAVIS-BACON AND COPELAND ANTI-KICKBAC ACT (Continued)

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a) (3) (ii) (B) of this section.

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

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

(4) Apprentices and Trainees – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less

10. DAVIS-BACON AND COPELAND ANTI-KICKBAC ACT (Continued)

than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage ratio on the wage determination for work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

(8) Compliance with Davis-Bacon and Related Act requirements – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 2 and 5 are herein incorporated by reference in this contract.

10. DAVIS-BACON AND COPELAND ANTI-KICKBAC ACT (Continued)

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

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

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

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

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq.* The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the Federal Government." 40 USC 3701 (b) (1) (B) (iii) and (b) (2), 29 CFR 5.2 (h), 49 CFR 18.36 (i) (6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i) (6), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701 (B) (3) (A) (iii).

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

(1) Overtime requirements – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(2) Violation; liability for unpaid wages; liquidated damages – In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

12. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicable to: All contracts

(1) Manatee County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 ET SEQ
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Applicable to: All contracts

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

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor to the extent the Federal Government deems appropriate.

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

14. TERMINATION

49 U.S.C. Part 18
FTA Circular 4220.1E

Applicable to: All contracts in excess of \$10,000

a. Termination for Convenience (General Provision): Manatee County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the County to be paid to the Contractor. If the Contractor has any property in its possession belonging to the County, the Contractor will account for the same, and dispose of it in the manner the County directs.

14. TERMINATION (Continued)

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

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

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

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

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

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

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

14. TERMINATION (Continued)

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

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

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

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

h. Termination for Default (Construction): If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the County may terminate this contract for default. The County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the County may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for the completing the work. The Contractor and its Sureties shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the County in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

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

14. TERMINATION (Continued)

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

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

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

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

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

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

The Contractor shall promptly submit its termination claim to the County and the parties shall negotiate the termination settlement to be paid the Contractor.

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

14. TERMINATION (Continued)

If, after serving a notice of termination for default, the County determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the Contractor, the County, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

15. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29

Executive Order 12459

Applicable to: All contracts and subcontracts which exceed \$25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and /or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16. PRIVACY ACT

5 U.S.C. 552

Applicable to: All contracts

Contracts Involving Federal Privacy Act Requirements: The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

16. PRIVACY ACT (Continued)

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract or administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

17. CIVIL RIGHTS REQUIREMENTS

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

Applicable to: All contracts

(1) Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F. R. Part 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

17. CIVIL RIGHTS REQUIREMENTS (Continued)

(2) Equal Employment Opportunity: (Continued)

(b) Age: In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal Transit law at 49 U.S.C § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

18. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18

FTA Circular 4220.1E

Applicable to: All contracts in excess of \$100,000

Breaches and Dispute Resolution are in accordance with Manatee County Code of Law, Chapter 2-26, Manatee County Purchasing Ordinance.

19. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Applicable to: All contracts

(a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises is 10%. Manatee County's overall goal for DEB participation is 2%.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the bid documents.

(b) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or other such remedy as the County may deem appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13 (b)).

19. DISADVANTAGED BUSINESS ENTERPRISE (DBE) (Continued)

(c) **If a separate contract goal has been established**, the Bidders / Offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial proposal] [prior to award]**:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evident of good faith efforts to do so.

[Bidders] [Offerors] must present the information above **[as a matter of responsiveness] with initial proposals [prior to contract award]** (see 49 CFR 26.53 (3)).

If NO separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(d) The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contractor no later than 10 days from the receipt of each payment the Contractor receives from the County. The Contractor agrees further to return retainage payments (if any) to each subcontractor within 30 calendar days after the subcontractor(s)' work is satisfactory completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval by the County. This clause applies to both DBE and non-DBE subcontractors. The Contractor and its subcontractors shall further comply with Section 218.735 of the Florida Prompt Payment Statute to the extent applicable.

(e) The Contractor must promptly notify the County whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County.

20. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA TERMS)

FTA Circular 4220.1E

Applicable to: All contracts

Incorporation of Federal Transit Administration (FTA) Terms: The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of conflict or other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause the County to be in violation of the FTA terms and conditions.

Attachment D

General Decision Number: FL120223 03/09/2012 FL223

Superseded General Decision Number: FL20100322

State: Florida

Construction Type: Highway

County: Manatee County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012
1	03/09/2012

* ELEC0915-004 12/01/2011

	Rates	Fringes
ELECTRICIAN.....	\$ 24.64	34%+\$0.25

* SUFL2009-219 08/05/2009

	Rates	Fringes
CARPENTER.....	\$ 15.30	2.54
CEMENT MASON/CONCRETE FINISHER...	\$ 12.30	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 11.97	2.23
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 13.31	0.00
IRONWORKER, REINFORCING.....	\$ 14.50	1.37
IRONWORKER, STRUCTURAL.....	\$ 16.75	3.88
LABORER: Asphalt Shoveler.....	\$ 10.70	0.00
LABORER: Common or General.....	\$ 9.00	0.00
LABORER: Flagger.....	\$ 12.75	0.00
LABORER: Grade Checker.....	\$ 10.50	0.55
LABORER: Luteman.....	\$ 10.32	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.00	1.80
LABORER: Pipelayer.....	\$ 11.63	2.65
LABORER: Landscape & Irrigation.....	\$ 8.77	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws,		

Jackhammer and Power Saws Only)	\$ 11.23	1.96
OPERATOR: Asphalt Paver.....	\$ 11.52	0.00
OPERATOR: Asphalt Plant.....	\$ 12.20	0.00
OPERATOR: Asphalt Spreader.....	\$ 10.76	0.00
OPERATOR: Auger.....	\$ 19.40	0.44
OPERATOR: Backhoe Loader Combo.....	\$ 15.33	0.97
OPERATOR: Backhoe.....	\$ 15.50	2.28
OPERATOR: Boom.....	\$ 16.61	0.00
OPERATOR: Bulldozer.....	\$ 13.71	1.55
OPERATOR: Crane.....	\$ 19.94	1.37
OPERATOR: Distributor.....	\$ 11.47	0.00
OPERATOR: Drill.....	\$ 13.00	1.59
OPERATOR: Grader/Blade.....	\$ 14.32	0.00
OPERATOR: Loader.....	\$ 12.83	1.29
OPERATOR: Mechanic.....	\$ 16.31	1.37
OPERATOR: Milling Machine.....	\$ 11.92	0.00
OPERATOR: Oiler.....	\$ 11.92	1.91
OPERATOR: Paver.....	\$ 12.42	0.86
OPERATOR: Piledriver.....	\$ 15.59	4.00
OPERATOR: Roller.....	\$ 11.33	0.00
OPERATOR: Scraper.....	\$ 10.70	1.60
OPERATOR: Screed.....	\$ 10.82	0.00
OPERATOR: Tractor.....	\$ 12.78	0.00
OPERATOR: Trencher.....	\$ 13.41	0.49
PAINTER: Spray and Steel.....	\$ 16.62	0.00
TRUCK DRIVER, Includes 10 Yard Haul Away, A-Frame, Dump, Water Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Dump Truck.....	\$ 10.05	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 14.05	0.00

TRUCK DRIVER: Material Truck....\$ 12.76	9.80
TRUCK DRIVER: Tractor Haul Truck.....\$ 10.64	0.00
TRUCK DRIVER: Water Truck.....\$ 10.50	0.00
TRUCK DRIVER: Distributor, Dump, Lowboy and Tandem.....\$ 11.30	2.26

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

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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 rate.

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 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

ATTACHMENT "E"
MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

E.01 Vendor Registration

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on www.mymanatee.org.

Enclosed are a copy of the current Manatee County law that details the County's Local Preference and the County's definition of a local business.

If you assert that your firm meets the stated definition of a local business, we ask that in addition to registering on the County's web page, you fill out the attached "**Affidavit As To Local Business Form**" that is included in this section, have the completed document notarized, and mail the original to the following address: Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

Your cooperation in registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify local businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting Bids on www.manateechamber.com as well as using the same vendor categories for registration.

Our staff can assist you with your registration as needed. Our office hours are 8:00 A.M. to 5:00 P.M., Monday through Friday on regular business days. Please call (941) 749-3014 if you wish to have a Purchasing staff member assist you.

Quick steps to registration: **www.mymanatee.org**

A link to "Purchasing" is listed under "Quick Links" on page one of the County web site.

On the left hand side of the Purchasing web page, click on "Vendor Registration".

This will bring up the Vendor Registration form for on-line input. Please note that the definition of a "local business" changed on March 17, 2009. The web page will be updated to include the current law which has been provided in this section of the Bid.

Thank you for reviewing this information and considering registering your business with Manatee County. Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notifications of Quotation, Bid and Proposal opportunities to your business.

ATTACHMENT "E"

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Our staff can assist you with your registration as needed. Our office hours are 8:00 A.M. to 5:00 P.M., Monday through Friday on regular business days. Please call (941) 749-3014 if you wish to have a Purchasing staff member assist you.

Quick steps to registration: **www.mymanatee.org**

A link to "Purchasing" is listed under "Quick Links" on page one of the County web site.

On the left hand side of the Purchasing web page, click on "Vendor Registration".

This will bring up the Vendor Registration form for on-line input. Please note that the definition of a "local business" changed on March 17, 2009. The web page will be updated to include the current law which has been provided in this section of the Bid.

Thank you for reviewing this information and considering registering your business with Manatee County. Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notifications of Quotation, Bid and Proposal opportunities to your business.

Section 2-26-6. Local preference, tie Bids, local business defined.

- a) Whenever a responsible local business Bidder and a responsible non-local business Bidder are found, upon the opening of Bids, to have both submitted the lowest responsive Bid, the Bid of the local Bidder shall be awarded the Contract. Should more than one responsible local business Bidder match the responsible non-local business Bidder's lowest responsive Bid, or should no responsible local business Bidder match the lowest responsive Bid but two or more responsible non-local business Bidders submit lowest responsive Bids for equal amounts, then the Award of the Contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the Purchasing Division and open to the public. Any Bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the Bid announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the County in the manner prescribed by the County to facilitate the County's ability to track the Award of Contracts to local businesses and to allow the County to provide future notifications to its local businesses concerning other Bidding opportunities.
- b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any Invitation for Bids when the Bidder's location materially affects the provisions of the services or supplies that are required by the invitation.
- c) **Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its Bid that for at least six (6) months prior to the announcement of the solicitation of Bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employee at that location.**
- d) **Each solicitation for Bids made by the County shall contain terms expressly describing the local business preference policies of the County, and shall provide that by electing to submit a Bid pursuant to an Invitation for Bid, all Bidders are deemed to understand and agree to those policies.**
- e) For all Contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the County shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory Contract, preference shall be given to a local business where all other relevant factors are equal.

Section 2-26-6. Local preference, tie Bids, **local business defined** (Continued)

f) Local preference shall not apply to the following categories of Contracts:

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
3. Purchases or Contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
4. Purchases or Contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
5. Any Bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County Commission or County Administrator, or where such suspension is, in the opinion of the County Attorney, required by law.

g) To qualify for local preference under this section, **a local business must certify to the County that it:**

1. Has not within the five (5) years prior to the Bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the Bid announcement;
3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

Ref: Ordinance 09-21 and 09-23 **PASSED AND DULY ADOPTED** in open session, with a quorum present and voting, on the 17th day of March, 2009.

END OF SECTION E

**MANATEE COUNTY GOVERNMENT
AFFIDAVIT AS TO LOCAL BUSINESS
(Complete and Initial Items B-F)**

A. Authorized Representative

I, [name] _____, am the [title] _____ and the duly authorized representative of: [name of business] _____, and that I possess direct personal knowledge to make informed responses to these certifications and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and by electing to submit a Bid pursuant to this Invitation for Bids, shall be deemed to understand and agree to the local business preference policies of Manatee County; and that I have the direct knowledge to state that this firm complies with all of the following conditions to be considered to be a local business as required by the Manatee County Code of Law, Section 2-26-6.

B. Place of Business: I certify that the above business is legally authorized to engage in the sale of goods and/or services and has a physical place of business in Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one (1) fulltime employee at that location. The physical address of the location which meets the above criteria is: _____ [Initial] _____

Business Phone Number: _____

Email Address: _____

C. Business History: I certify that business operations began at the above physical address with at least one fulltime employee on [date] _____ [Initial] _____

D. Criminal Violations: I certify that within the past five (5) years of the date of this Bid announcement, this business has not admitted guilt nor been found guilty by any court or local, state or federal regulatory enforcement agency of violation of any criminal law or administrative regulation regarding fraud. [Initial] _____

E. Citations or Code Violations: I certify that this business is not currently subject to any unresolved citation or notice of violation of any Manatee County Code provision, with the exception of citations or notices which are the subject of a legal current appeal within the date of this Bid announcement. [Initial] _____

F. Fees and Taxes: I certify that this business is not delinquent in the payment of fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, with the exception of those which are the subject of a current legal appeal. [Initial] _____

Each of the above certifications is required to meet the qualification of "local business" under Manatee County Code of Laws, 2-26-6.

Signature of Affiant _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by (name of person making statement).

(Notary Seal) Signature of Notary: _____

Name of Notary: (Typed or Printed) _____

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

Submit executed copy to Manatee County Purchasing Division - 1112 Manatee Avenue West - Suite 803 - Bradenton, FL 34205

S:\\RFQ#13-0644-OV-MC Area Transit MCAT Bus Stop Improve for ADA Compliance.

Attachment F

MANATEE COUNTY GOVERNMENT PUBLIC CONSTRUCTION BOND

Bond No. _____

(Enter bond number)

BY THIS BOND, We _____, located at _____, as
(Name of Contractor) (Address)

Principal and _____, a corporation, whose address is
(Name of Surety)

are bound to Manatee County, a political subdivision of the State of Florida, herein called County, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, the Contractor has entered into Contract No. _____ with the County for the project titled _____, with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purposes of explaining this bond.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs Contract No. _____, between Principal and County for construction of _____, the Contract being made a part of this bond by reference, at
(Title of Project)

the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and

3. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____.

CONTRACTOR AS PRINCIPAL

SURETY

Company Name

Company Name

Signature

Signature

Print Name & Title

Print Name & Title

(Corporate Seal)

(Corporate Seal)

AGENT or BROKER

Company Name

Address

Telephone

Licensed Florida Insurance Agent? ☐ Yes ☐ No

License #: _____

State of: _____

County of: _____

City of: _____