



**INVITATION FOR BID
IFB16-0138OV**

**Gulf Drive Passenger Shelter Project for Manatee County Area Transit
Construction and Installation of Passenger Shelters on Anna Maria
Island, Bradenton Beach, and Holmes Beach located in
Manatee County, FL**

Manatee Owner, a political subdivision of the State of Florida, (hereinafter the "Owner") will receive sealed bids from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Florida or authorized to conduct business in the State of Florida.

NON-MANDATORY INFORMATION CONFERENCE

In order to ensure all prospective bidders have sufficient information and understanding of Owner's needs, an Information Conference will be held at on February 5, 2016 at 2:30 PM, Conference Room "A" at the Public Works Department, 1022 26th Avenue East, Bradenton, FL 34208. Attendance is not mandatory, but is highly encouraged.

DEADLINE FOR CLARIFICATION REQUESTS: February 11, 2016 at 5:00 PM
(Reference Bid Article A.06)

TIME AND DATE DUE: February 26, 2016 at 3:00 PM

Manatee Owner Purchasing Division, 1112 Manatee Avenue West, Suite 803,
Bradenton, FL 34205

Important Note: Lobbying is prohibited (reference Bid Article A.08).

This project is funded by the Federal Transit Administration. Bidders shall comply fully with all Federal and State guidelines for this procurement.

FOR INFORMATION CONTACT:

Olga Valcich, CPPB, Contract Specialist
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Manatee Owner Financial Management Department
Purchasing Division

AUTHORIZED FOR RELEASE: DWW

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SECTION A
INFORMATION TO BIDDERS

A.01 OPENING LOCATION

Sealed bids will be publicly opened at Manatee Owner Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205 in the presence of Owner officials at the time and date stated, or soon thereafter. All bidders or their representatives are invited to attend the sealed bid opening.

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to the Manatee Owner Purchasing Division for receipt on or before the stated time and date. Bidder shall be solely and strictly responsible for its timely delivery to the Purchasing Division. Bids delayed by mail, courier, or bids delayed for any other reason, shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

A.02 SEALED & MARKED

Bids shall be submitted in **duplicate, one original (marked Original) and one copy/copies (marked Copy)** of your signed bid shall be submitted in one sealed package, clearly marked on the outside **"Sealed Bid16-0138OV, Gulf Drive Passenger Shelter Project for Manatee County Area Transit**

Construction and Installation of Passenger Shelters on Anna Maria Island, Bradenton Beach, and Holmes Beach located in Manatee County, FL"

For your convenience, a mailing label is provided with this Invitation for Bid or you may address the package as follows:

Manatee Owner Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Sealed Bid16-0138OV,

**Gulf Drive Passenger Shelter Project for Manatee County Area Transit
Construction and Installation of Passenger Shelters on Anna Maria Island, Bradenton Beach, and Holmes Beach located in Manatee County, FL"**

All blank spaces on the bid form must be filled in as noted with amounts extended and totaled and no modifications shall be made in the wording of the forms or in the items thereupon. In the event an edit is made in your submittal, the bidder shall write its initials by the change. Any bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which in any manner fail to conform to the requirements of this IFB.

A Bid made by an individual, either in his/or her own or proper person or under a trade or firm name, shall be executed under the individual's signature. If made by a partnership, the bid shall be executed by two or more of the general partners. If made by a corporation, the bid shall be executed by its President or other legally authorized corporate officer or agent.

A.03 SECURING BID DOCUMENTS

IFB's and related documents are available on <http://www.mymanatee.org/purchasing> for download in a portable format (.PDF) file by clicking on "Bids and Proposals" from the Purchasing Division's web page. You may view and print these files using Adobe Reader software. If necessary, you may download a free copy of Adobe Reader from the link provided on the "Bids and Proposals" page.

Additionally, Manatee Owner collaborates with the Manatee Chamber of Commerce by announcing solicitation opportunities to the Chamber which are then passed to its members.

Manatee Owner may also use DemandStar to distribute bids. On the DemandStar website, <http://www.DemandStar.com>, click on the tab titled "My DemandStar" for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee Owner.

Complete copies of the IFB and all related documents are available for public inspection at the Manatee Owner Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, or by calling (941) 749-3014. Appointments are encouraged. Documents are available between the hours of 9:00 AM and 4:00 PM Monday through Friday, with the exception of holidays. A complete set of IFB documents must be used in preparing bids. Owner assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of bid documents.

A.04 EXAMINATION OF BID DOCUMENTS AND SITE(S)

It is the responsibility of each bidder before submitting a bid, to (a) examine the IFB documents thoroughly; (b) visit the Project Site(s) 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 IFB documents; and (e) notify Owner of all conflicts, errors, or discrepancies in the IFB documents.

Each bidder may, at bidder'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 Project Site(s) or otherwise which may affect cost, progress, performance or furnishing of the Work and which bidder deems necessary to determine his bid for performing and furnishing the Work in accordance with the

time, price and other terms and conditions of the IFB documents. Owner will provide each bidder access to the site(s) to conduct such explorations and tests.

Bidder shall fill all holes, clean up and restore the Project Site(s) 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 successful bidder in performing the Work are identified in the IFB documents.

All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by successful bidder. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid by Owner unless otherwise provided in the IFB documents.

Inspection of the Project Site(s) is a **requirement** to be considered for award of this bid. Prior to submitting a bid, each bidder shall examine the Project Site(s) and all conditions thereon fully familiarizing themselves with the full scope of the Work. Failure to become familiar with Project Site conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any Work that is required to complete the Project in accordance with the Project Plans and Specifications. Bidder shall acknowledge inspection of the Project Site(s) on his/her signed, submitted Bid Form.

A.05 MODIFICATION OF BID DOCUMENTS

If a bidder wishes to recommend changes to the IFB documents, the bidder shall furnish, in writing, data and information necessary to aid Owner in evaluating the request to modify the IFB documents. Owner is not obligated to make any changes to the IFB documents. Unless an addendum is issued, the IFB documents shall remain unaltered. **Bidders must fully comply with the IFB documents in their entirety.**

A.06 CLARIFICATION & ADDENDA

Each bidder shall examine all IFB documents and shall judge all matters relating to their adequacy and accuracy. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this IFB shall be made through Manatee Owner Purchasing Division. Owner shall not be responsible for oral interpretations given by any Owner employee, representative, or other.

February 11, 2016 at 5:00 PM shall be the deadline to submit to the Purchasing Division, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this IFB.

This deadline has been established to maintain fair treatment of all potential bidders, while maintaining progression of the Work.

If any addenda are issued to this IFB, Owner will post the documents on the Purchasing Division's web page at <http://www.mymanatee.org/purchasing>, and then by clicking on "Bids and Proposals". If the original solicitation was broadcast via

DemandStar, the addenda will also be broadcast on the DemandStar distribution system to "Planholders" on this web service.

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

It shall be the **responsibility of each bidder, prior to submitting a bid**, to contact the Purchasing Division (see contact information on the cover page) to **determine if any addenda were issued** and to make sure addenda is made a part of their bid.

A.7 LOBBYING

After the issuance of any IFB, prospective bidders, or their agents, representatives or person acting at the request of such bidder shall not contact, communicate with or discuss any matter relating to the IFB with any officer, agent or employee of Manatee Owner other than the Purchasing Official or the contact identified in this IFB, pursuant to the Manatee Owner Code of Laws. This prohibition includes copying such persons on all written communication including email correspondence. This requirement begins with the issuance of an IFB and ends upon execution of the final Agreement or when the IFB has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee Owner Code of Laws.

A.08 UNBALANCED BIDDING PROHIBITED

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

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

In the event the Owner determines that a bid is presumed unbalanced, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letter of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop the bid. Owner reserves the right to reject as nonresponsive any presumptive unbalanced bids where the bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.09 FRONT END LOADING OF BID PRICING PROHIBITED

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 bidders within the same portion of the Project Schedule, will be presumed to be front end loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

In the event the Owner determines that a bid 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, letter of intent, etc., which the bidder relied upon to develop the pricing or acquisition timing for these bid items. Owner reserves the right to reject as nonresponsive any presumptive front loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front loaded costs.

A.10 WITHDRAWAL OF BIDS

Bidders may withdraw bids as follows:

- a. Mistakes discovered before the public bid opening may be withdrawn by written notice from the bidder submitting the bid. This request must be received in the Purchasing Division prior to the time set for delivery and opening of the bids. A copy of the request shall be retained and the unopened bid returned to the bidder; or
- b. After the bids are opened or a selection has been determined, but before an Agreement is signed, a bidder alleging a material mistake of fact may be permitted to withdraw their bid if:
 1. The mistake is clearly evident in the solicitation document; or
 2. Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw a bid must be in writing and approved by the Purchasing Official.

A.11 IRREVOCABLE OFFER

Any bid may be withdrawn up until the time and date set for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to sell to Manatee County the goods or services set forth in the attached IFB until one or more of the bids have been duly accepted by Owner.

A.12 BID EXPENSES

All expenses for making bids to Owner are to be borne by the bidder.

A.13 RESERVED RIGHTS

Owner reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, Owner reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of Owner. Any sole response received by the first submission date may or may not be rejected by Owner depending on available competition and current needs of Owner. For all items combined, the bid of the lowest, responsive, responsible bidder will be accepted, unless all bids are rejected.

The lowest, responsible bidder shall mean that bidder who makes the lowest bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the IFB documents or otherwise required by Owner.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the IFB.

To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

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

A.14 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting Agreement. Any involvement with the Manatee County Purchasing Division shall be in accordance with the Manatee County Purchasing Ordinance as amended.

A.15 COLLUSION

By submitting a bid to this IFB, bidder certifies that it has not divulged, discussed or compared its bid with any other bidder, and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

- 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 bidder or with any competitor;
- b. any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the resulting Agreement to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure the resulting Agreement upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

A.16 CODE OF ETHICS

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

By submitting a bid, the bidder represents to Owner that all statements made and materials submitted are truthful, with no relevant facts withheld. If a bidder is determined to have been untruthful in their bid or any related presentation, such bidder will be disqualified from eligibility to perform the Work described in this IFB, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids to supply goods or services to, Manatee County.

A.17 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

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

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

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

A.18 BID FORMS

Bids must be submitted on the provided forms, although additional pages may be attached. **Bidders must fully complete all pages of the Bid Forms. Bid Forms must be executed by an authorized signatory who has the legal authority to make the bid and bind the company. Bidders must fully comply with all requirements of this IFB in its entirety.** Failure to comply shall result in bidder being deemed nonresponsive.

A.19 AGREEMENT FORMS

The Agreement resulting from the Acceptance of a bid shall be in the form of the Agreement stated in this IFB, which is attached herein.

A written notice confirming award or recommendation thereof will be forwarded to the successful bidder accompanied by the required number of unsigned counterparts of the Agreement. Within ten (10) days thereafter, successful bidder shall sign and deliver the required number of counterparts of the Agreement with any other required documents to Owner.

(Note: Agreement must be approved in accordance with Chapter 2-26 of the Manatee County Code of Laws and the Administrative Standards and Procedures Manual approved by the County Administrator).

A.20 **LEGAL NAME**

Bids shall clearly indicate the legal name, address and telephone number of the bidder on the Bid Form. Bid Forms shall be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the bidder to the submitted bid.

When bidder is a partnership, the Bid Form shall be signed in the name of the firm and by all partners required under the terms of the partnership agreement.

When a corporation is a bidder, the authorized corporate officers shall sign.

Bidders who are corporations or limited partnerships shall provide a certified copy of their permit to transact business in the State of Florida, preferably along with the Bid Form, or within forty-eight (48) hours after request by Owner.

When submitting a bid as a joint venture, it must have filed paper documents with the Division of Profession's Construction Industry Licensing Board prior to submitting a bid.

A.21 **DISCOUNTS**

Any and all discounts must be incorporated in the prices contained in the bid and not shown separately. The prices indicated on the Bid Form shall be the prices used in determining award.

A.22 **TAXES**

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

The Contractor shall be responsible for the payment of taxes of any kind and character, including, but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and materials furnished under the award in accordance with the laws and Regulations of the place of the project which are applicable during the performance of the work. Nothing herein shall affect the bidder's normal tax liability.

A.23 DESCRIPTIVE INFORMATION

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

A.24 AUTHORIZED PRODUCT REPRESENTATION

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

A.25 ROYALTIES AND PATENTS

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

A.26 AMERICANS WITH DISABILITIES ACT

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

A.27 EQUAL EMPLOYMENT OPPORTUNITY

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, Owner hereby notifies all bidders 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 bid award.

A.28 MBE/DBE

The State of Florida Office of Supplier Diversity provides the certification process and the database for identifying certified MBE/DBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm>. If you have any questions regarding this State service, please contact their office at (850) 487-0915.

A.29 MATHEMATICAL ERRORS

Bid Forms without mathematical formulas:

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the bid.

Bid Forms with mathematical formulas:

Interactive Bid Forms that contain mathematical formulas may be used for automating lengthy and complex bid forms. In the event these forms are used and a multiplication/extension error(s) is discovered, the unit price entered by the vendor shall prevail. The vendor shall assume the responsibility and accuracy of the information input in the bid form and therefore shall verify that the calculations are correct before submitting their bid.

Regardless of which type of bid form is used, all bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

A.30 SUBCONTRACTORS

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

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

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

Only those individuals determined eligible to work within the United States shall be employed under this contract.

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

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

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

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

A.31 DISCLOSURE

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

Bids become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the bid shall be conducted at the public bid opening.

Based on the above, Owner will receive bids at the time and date stated and will make public at the opening the names of the business entities of all that submitted a bid and any amount presented as a total offer without any verification of the mathematics or the completeness of the bid.

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

Pursuant to Section 119.0701, Florida Statutes, in any Agreement entered into by Owner wherein the successful bidder is acting on behalf of Owner, successful bidder must:

- a. Keep and maintain public records that ordinarily and necessarily would be required by Owner in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that Owner would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to Owner all public records in possession of successful bidder upon termination of the awarded Agreement and/or PO and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to Owner in a format that is compatible with Owner's information technology systems.

A.32 LOCAL PREFERENCE

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.

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

1. Purchases or Agreements which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference.
2. 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.

To qualify for local preference under this section, **a local business must certify to Owner** by completing an **"Affidavit as to Local Business Form"**, which is available for download at www.mymanatee.org/vendor. Click on "Affidavit for Local Business" to access and print the form. Complete, notarize, and mail the notarized original to the following address: Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

It is the responsibility of the bidder to ensure accuracy of the Affidavit as to Local Business and notify Owner of any changes affecting same.

A.33 VENDOR REGISTRATION

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.

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/purchasing**

A link to Vendor Registration is listed on the Purchasing Division's web page under "Register as a Vendor". Click on "Vendor Registration Form" for on-line input.

Registration is not mandatory; however, by taking the time to register, you are helping Owner to provide timely notification of quotation, bid and proposal opportunities to your business.

A.34 ENVIRONMENTAL SUSTAINABILITY

All bidders 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.

Bidders shall acknowledge whether or not their organization has an environmental sustainability initiative by checking the appropriate box on the bid form. In addition, the bidder shall submit a summary of their environmental sustainability initiative along with their bid. This information will be used as a determining factor in the award decision when all other evaluative factors, including local preference policies are otherwise equal.

A.35 ePAYABLES

Manatee County and Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards. The Clerk will issue a unique credit card number to each vendor; the card has a zero balance until payments have been authorized.

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

If you are interested in participating in this program, please complete the ePayables Application attached herein and return the completed form via email to Ms. Lori Bryan, Supervisor at lori.bryan@manateeclerk.com.

NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: SCOPE OF WORK, BID SUMMARY, CONSTRUCTION AGREEMENT FOR STIPULATED SUM, AND GENERAL CONDITIONS OF THE CONSTRUCTION AGREEMENT, WHICH VARY FROM THE INFORMATION TO BIDDERS, SHALL HAVE PRECEDENCE.

END OF SECTION A

BASIS OF AWARD

B.01 BASIS OF AWARD

Award shall be made to the lowest, responsive and responsible bidder meeting specifications and having the lowest total offer for the Work as set forth in this IFB. Bid 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 IFB documents to Owner's satisfaction. The Owner reserves the right to make multiple awards to this IFB.

Any Agreement, Contract, or Purchase Order resulting from the acceptance of the bid shall be made by a Purchase Order and be bound by the terms and conditions herein.

It is the intent of the Owner to place Blanket Release Orders with the lowest, responsive, responsible bidder who can provide the services as set forth in this IFB. The Owner reserves the right to place Blanket Release Orders with other Contractors, in the event of an urgent, immediate need and the availability of material/service requested cannot be met by the lowest priced contractor at the time of need.

B.04 QUALIFICATION OF BIDDERS:

No person who is not certified or registered as a **Certified Building Contractor OR a General Contractor** pursuant to 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 three (3) 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 three (3) 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 three (3) consecutive years immediately prior to the day the Bid is submitted.

END OF SECTION B

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

C.01 BLANKET ORDER

A master agreement (Blanket Purchase Order (s)) shall be issued as a result of this bid. A Blanket Purchase Order Number, when accompanied by a valid Release Order Number provided by an authorized Owner representative, will authorize work on an **“as required”** basis, bound by the terms and conditions herein.

The contractor is not authorized to proceed with, and will not be compensated for, any work that is not authorized by a valid Release Order Number issued by the Owner's Representative.

C.02 QUANTITIES

Exact quantities of service to be procured under this contract cannot be determined at this time. Orders will be issued on an **“as required basis”**. The quantities listed on the bid forms are estimated and only given as a guideline for preparing your bid and should not be construed as representing actual quantities to be purchased.

Perform no work until a valid release order is provided.

C.03 ASSIGNMENT OF CONTRACT

Contract 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 thereunder to any other person, firm or corporation unless first obtaining the written consent of the Owner. 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.

C.04 DELIVERY TIME

The primary goal of this contract is the speedy construction and installation of **Passenger Shelters** to be installed on Anna Maria Island, Bradenton Beach, and Holmes Beach located in Manatee County, FL.

C.05 CONTRACT TERM

This contract shall be for a period of one (1) year, commencing from date of award, unless renewed or terminated.

C.06 RENEWAL

Provided that there are no changes in prices, terms, or conditions, this contract shall be automatically extended/renewed beyond the first twelve (12) month contract period for an additional twelve (12) month period not to exceed total contract duration of thirty-six (36) months.

Written notice of intention not to renew must be submitted by the contractor 90 days prior to the end of a contract period. Should the contractor choose not to renew the bid awarded, the Owner reserves the right to terminate the Agreement.

Should the contractor choose not to renew the bid awarded, the Owner reserves the right to terminate the contract with that Contractor and select the next qualified bidder, or re-advertise or solicit a new Invitation for Bid.

C.07 PRICE ADJUSTMENTS FOR RENEWAL PERIODS

Prices shall remain firm for the first twelve month base contract term. Requested price changes for the remaining terms may be adjusted in accordance with the Bureau of Labor Statistics Consumer Price Index (CPI-U); U.S.A. 1982-84 equals 100. The adjustment shall be calculated by dividing the Index on the anniversary date of the previous year's index and subtracting 1.00. If, on the anniversary date, the Index shows a change from the Index of the previous year, this percentage, not to exceed four (4%) percent annually, will be used to adjust the unit prices Bid.

C.08 CANCELLATION

Any failure of the contractor to furnish or perform the Work (including commencement of the Work, supplying sufficient skilled workers or suitable materials or equipment) in accordance with the contract, the Owner may order the stop of 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 Owner reserves the right to terminate the contract and select the next qualified bidder or re-advertise this procurement in part or as a whole.

It is mutually understood and agreed that any award made as a result of this bid may be cancelled by the contractor upon 90 days written notice by Certified Mail to the Owner. However, the Owner is hereby authorized to purchase, in accordance with the prices bid, any quantity of materials and / or services during this 90 day period.

The Owner reserves the right to terminate a contract by giving 30 days written notice of intention to terminate if at any time the contractor fails to abide by or fulfill any of the terms and conditions of the contract. The Owner also reserves the right to terminate this contract for the convenience of the Owner, with or without cause.

C.09 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 Owner may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the contractor shall pay to the Owner the sum of **\$100.00** as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by the Owner and the contractor and his Surety shall be liable for the amount thereof.

C.10 PAYMENT AND INVOICING

Within forty-five (45) days after services have been rendered, and the acceptance by the Owner, and presentation of an appropriate invoice, the Owner shall pay the total amount due. Payment invoices must indicate both the blanket purchase order number and the release order number. Not having both on the invoice may delay the processing of payment. Contractor may apply for partial payment on monthly basis, based on the amount of work completed in compliance with the provisions of the contract.

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 Owner from any claim whatsoever arising out of the aforesaid Work.

All Pay Applications shall be submitted with a Construction Project Photo and shall reference in detail, the name and address of the project location the Blanket Purchase Order Number, the Release Number, and the quantity for each item to complete the release. If a release is over 100K, an executed public construction bond will need to be made part of the release. (See Article C.20, Performance and Payment Bonds per Release Order).

C.11 BI-WEEKLY REPORTS

The contractor shall be required to submit a copy of a **Bi-Weekly Report Form** to be used that summarizes the Work completed at the end of each two week period.

The Bi-Weekly Report Form shall be submitted at the end of each two week period during the construction project (even when no Work is done), between the time the Notice to Proceed is issued and the time of Final Acceptance of the completed project. The Bi-Weekly Report shall be submitted by 3:00 p.m. on the first Monday following a two week period. This report shall be provided via hardcopy, fax or email.

C.12 WARRANTY AND GUARANTEE PROVISIONS

All work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the Contractor for a minimum period of **three (3) years** unless otherwise specified, from final acceptance by the Owner 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 meet the required standards and to accomplish the purposes and functions of the project as defined, detailed, and specified herein.

The Owner 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 Owner as to any claims or actions for breach of guaranty or breach of warranty that the Owner might have against parties other than the contractor, and do not constitute exclusive remedies of the Owner against the contractor.

C.13 AUTHORIZED PRODUCT REPRESENTATION

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

C.14 REGULATIONS AND MATERIAL DISPOSAL

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

C.15 INDEMNIFICATION

The contractor covenants and agrees to indemnify and save harmless the Owner, 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 Owner, 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 Owner as set forth in Florida Statute Section 768.28.

C.16 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 technician manual must also be provided. Parts lists (manuals) must include OEM part numbers for items not manufactured by the bidder. Contractor shall furnish two (2) copies of each.

C.17 ROYALTIES AND PATENTS

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

C.18 PERFORMANCE AND PAYMENT BONDS PER RELEASE ORDER

Per release order – At the discretion of the Project Manager, based upon the release order location and complexity of the project, an executed public construction bond may need to be made part of the release. When a release is \$100,000.00 up to the maximum threshold of \$299,999.99 a recorded executed surety bond per F.S. 255.05 may be required to be in place prior to commencement of the awarded work. **The contractor will add as a separate entry the cost of the bonding with supporting invoice on the submitted pay application/invoice to the Owner.**

Surety of such bonds shall be in an amount equal to the release order 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 Owner. 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 Owner, a political subdivision of the State of Florida, within ten (10) calendar days after notification of release order.

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 Owner 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 Owner 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 release order over \$100,000 with the Owner. Said Performance and Payment bonds will remain in force for the duration of the release order over \$100,000, with the premiums paid by the Contractor. Failure of the successful Bidder to supply the required bonds shall be just cause for cancellation of the release order award. The Owner may then contract with another acceptable bidder.

C.19 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 Owner 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 Owner 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 Owner 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.

C.20 NO INTEREST

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

C.21 CONSTRUCTION OF CONTRACT

This Agreement 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 hereof.

C.22 WORK AUTHORIZATION

Any work authorized for procurement under this contract shall be on an "**as required**" basis at various locations within the Owner. The contractor is not authorized to proceed with, and will not be compensated for, any work that is not authorized by a valid Release Order Number issued by the Owner. All work shall be scheduled with the Owner's Representative. The contractor shall be given a scope of work for each project and shall be required to visit the work site. The contractor's bid to the Owner for completing the work shall include the number of days to complete the work and the total price to complete the work, including the work items required in accordance with the attached bid form.

The Owner reserves the right to disapprove the bid and shall have no obligation to issue a Release Order for the work.

If during performance of the Work additional work is determined to be required, a written proposal must be provided to the Owner for approval before any additional work is performed.

If additional quantities are required to complete the work, a "revised" release order detailing the additional work will be issued. It shall be the Contractor's responsibility to advise the Owner and obtain prior approval for additional quantities to be utilized beyond those specified in the release order.

C.23 PROJECT SCHEDULE

As Release Orders are issued under the Blanket Purchase Order for the **Construction of the Passenger Shelters**, individual project schedules will need to be supplied by the Contractor and approved by the Owner for each project.

C.24 PRICES & TERM

Bidders shall Bid unit prices, F.O.B. Destination, including all discounts in accordance with unit of quantity indicated on Bid Form. The prices Bid shall be used for payment and shall be deemed to include payment in full for all transportation, labor, and equipment used in delivering all supplies and materials to the point of delivery.

C.25 MATERIAL/SAFETY DATA SHEET

It shall be the responsibility of the awarded bidder(s) to submit, upon notification of award, a Material Safety Data Sheet (MSDS) for all toxic substances in accordance with Florida Statutes Chapter 442, The Right To Know Law, which mandates on-site MSDS for all toxic substances appearing in the work place.

END OF SECTION C

BID SUMMARY

D.01 THE WORK

It is the intent of the Manatee County Transit Division, Public Works Department to procure the services of a Certified General Contractor or a Certified Builder Contractor, on an "**as required**" basis, for the construction and installation of Passenger Shelters at designated locations on Anna Maria Island, Bradenton Beach and Holmes Beach located in Manatee County, FL in accordance with the specifications, plans, terms and conditions of this Invitation for Bid.

The Contractor shall furnish all shop drawings, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all work required by these specifications

The Contractor shall perform the work complete, in place and ready for continuous service and shall include any repairs, replacements, and/or restoration required as a result of damages caused prior to acceptance by the Owner.

The Contractor shall furnish and install all materials, equipment and labor which is reasonably and properly inferable and necessary for the proper completion of the work whether specifically indicated in the Contract Documents or not.

D.02 SUBCONTRACTORS, SUPPLIERS AND OTHERS

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 Owner for each bid item from any of the bidders; and the bidder 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 Owner. If Owner, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, Owner may, before the Notice of Award is given, request the apparent successful bidder to submit an acceptable substitute without an increase in Contract Price or Contract Time.

If apparent successful bidder declines to make any such substitution, Owner may award the Contract to the next lowest qualified bidder that proposes to use acceptable subcontractors, suppliers, and other persons who Owner 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 Owner for the proper completion of all Work to be executed under this Contract.

Contractor shall supply a list to the department requestor when required providing a description of the work which shall be performed for each blanket release order issued by the proposed subcontractors along with the names and locations of the subcontractors at the time of award of the Blanket Release Order when applicable.

D.03 BIDS

Bids are to be submitted in **duplicate, one original and one copy**, upon the Owner supplied forms. All blank spaces must be filled in as noted with amounts extended and totaled and no changes shall be made in the wording of the forms or in the items mentioned therein. In the event a change is made in your submittal, the bidder shall write its initials by the change. Any bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which shall in any manner fail to conform to bid requirements.

A bid made by an individual, either in his/her own or proper person or under a trade or firm name, shall be executed under the individual's signature. If made by a partnership, the bid shall be executed by two or more of the general partners. If made by a corporation, the bid shall be executed by its President or other legally authorized corporate officer or agent.

D.04 PERMITS/FEES/REGULATIONS

Contractor shall be required to give all necessary notices, obtain all permits and inspections, and pay all costs in connection with the work. Contractor shall assure compliance with any OSHA, EPA, and/or federal, state, and local rules, regulations. Any conflicts between the specifications and code shall be brought to the attention of the Owner's representative and resolved before the work is continued.

The Contractor shall give all notices and comply with all laws bearing on the conduct of the work as drawn and specified. If the contractor observes that the drawings and specifications are at variance therewith, contractor shall promptly notify the Owner in writing, and any necessary changes shall be made. If the contractor performs any work contrary to such laws, ordinances, rules, and regulations and does not comply with the aforesaid procedure, Contractor shall bear all costs incidental to such violation.

All Work which will be performed on FDOT Roads will be required to follow the latest FDOT Design Standards. FDOT specifications may be found at: <http://www.dot.state.fl.us/specificationsoffice/>

D.05 MATERIALS AND WORKMANSHIP

All materials and apparatus required for this Work, except as specifically specified otherwise, shall be new, of first class quality, and shall be furnished, delivered, connected and finished in every detail. Construction shall be prescribed by good industry practice and in accordance with manufacturer's recommendations for the type being installed.

Use skilled workman trained and experienced in the necessary trades and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this section.

D.06 MOBILIZATION

Mobilization/Demobilization shall include full compensation for the required 100 percent (100%) Performance Bond, 100 Percent (100%) Payment Bond, on an "as required basis". Mobilization / demobilization costs shall include, but is not limited to preparation and movement of personnel, equipment, supplies and incidentals such as safety and sanitary supplies / facilitates.

Payment for mobilization shall not exceed 10 percent (10%) of the cost of the Blanket Release Order.

D.07 LAYOUT OF WORK

The Contractor, where required, 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 work. The stakes, as set, will be checked and approved by the Owner before construction is commenced.

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 and 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 at no additional expense to the Owner.

D.08 WORKING HOURS

Work shall be done between 7:00 am and 7:00 pm.

Any night time work required to be performed within FDOT right away shall be performed in accordance with the latest FDOT specifications. No work on weekends or legal holidays without written permission of the Owner. However, emergency work may be done without prior permission.

If the proper and efficient prosecution of the work requires operations during the night or weekends, the written permission of the Owner shall be obtained before starting such items of the work.

Such permission, however, may be revoked at any time by the Owner if the Contractor fails to maintain adequate equipment and supervision for the proper execution and control of the work at night.

D.09 OVERTIME WORK

Only work specified by the Owner as requiring overtime work hours will be subject to an overtime surcharge. Any work done by the Contractor during overtime hours, but not specified as required by the Owner will be considered normal hours and normal hourly rates (s) shall be applied.

Overtime work shall be defined as that work performed on Sundays and national holidays and all work performed between the hours of 7:00 P.M. and 7:00 A.M. Bidders shall include a per hour surcharge on the bid form that will include all equipment materials, labor and (MOT) required to take all the necessary precautions for the protection of the work and the safety of the public.

D.10 WARNING SIGNS AND BARRICADES

The Contractor shall provide adequate signs, barricades, flashing lights, flagmen and watchmen, and take all necessary precautions for the protection of the work and the safety of the public. Traffic control warning signs and barricades shall be in strict accordance with the provisions of the Florida Department of Transportation Manual on Traffic Controls and Safety Practices for Street and Highway Construction, Maintenance and Utility Operations (latest revision). All barricades and obstructions shall be protected at night by flashing signal lights which shall be of substantial construction and suitable for night visibility. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades, or detours exist. All work items are to include the cost of signing and traffic maintenance, **except** as related to shell and base preparation over 100' or overnight.

D.11 TRAFFIC CONTROL

The Successful Bidder shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. The Successful Bidder shall submit an MOT plan indicating all facets of traffic control for the project area. The MOT plan must be approved in writing by the Owner prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. MOT and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

D.12 PUBLIC SAFETY AND CONVENIENCE

The Contractor shall at all times so conduct his work as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property in a matter satisfactory to the Owner. No road or street shall be closed to the public except with the permission of the Owner and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times.

Temporary provisions shall be made by the Contractor to ensure the use of sidewalks and proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches. All public emergency agencies (i.e., fire, medical, police, etc.) shall be furnished a list of all street closing locations and durations at least 48 hours in advance of construction closing.

D.13 PROTECTION OF WORK, PERSONS, AND PROPERTY

The Contractor shall continuously maintain adequate protection of all work from damage and shall protect all property from injury or loss arising in connection with the contract. Contractor shall make good any such damage, injury or loss, except such as may be directly due to error in contract documents. Contractor shall provide, protect, and maintain all passageways, guard fences, lights, and other facilities required by public authority or local conditions.

Contractor shall provide reasonable maintenance of traffic ways for the public and preservation of the continuation of the Owner's business taking into full consideration all local conditions. Contractor shall comply with Florida Department of Commerce Safety Regulations and any local safety regulations.

D.14 CLEAN UP

The Contractor shall keep the construction site free of rubbish and waste materials and restore to their original condition those portions of the site not designated for alteration by the scope of work. Clean up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the general public and residents in the vicinity of the work. The Contractor shall remove, when no longer needed, all temporary structures and equipment used in his operations. It is the intent of this specification that the construction areas and those other areas not designated for alteration by the scope of work be restored to their original condition or as nearly as possible.

D.15 TESTING

All inspections and testing required for this contract will be performed by an independent laboratory retained by the Owner. Contractor shall be responsible for all failed tests.

END OF SECTION D

BID FORM

For: IFB16-0138OV

**Gulf Drive Passenger Shelter Project for Manatee County Transit
Construction and Installation of Passenger Shelters on Anna Maria Island, Bradenton
Beach, and Holmes Beach located in Manatee County, FL.**

Total Offer: \$ _____

We, the undersigned, hereby declare that we have carefully reviewed the IF Documents in their entirety and with full knowledge and understanding of the aforementioned herewith submit this bid, completely meeting each and every specification, term, and condition contained therein.

As bidder, we understand that the IFB documents, in its entirety, including but not limited to, all specifications, terms, and conditions shall be made a part of any resulting Agreement between Manatee County and the successful bidder. Failure to comply shall result in Agreement default, whereupon, the defaulting successful bidder shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by County, and agrees to forfeit his/her bid bond.

Communications concerning this bid shall be addressed as follows: **(Complete all fields)**

Bidder's Name: _____

Mailing Address: _____

Telephone: () _____ Fax: () _____

EMERGENCY #: () _____ (should be available 24/7)

Email Address: _____

I, _____ on [date(s)] _____ attest that I have
visited the project site(s) to familiarize myself with the full scope of work required for the quote

Acknowledge Addendum No. _____ Dated: _____ Acknowledge Addendum No. _____ Dated: _____

Acknowledge Addendum No. _____ Dated: _____ Acknowledge Addendum No. _____ Dated: _____

Acknowledge Addendum No. _____ Dated: _____ Acknowledge Addendum No. _____ Dated: _____

Environmental Sustainability – The Company submitting this bid has an environmental sustainability initiative currently in place. ☐ Yes ☐ No If yes, the bidder shall submit a summary of their environmental sustainability initiative along with their bid.

Authorized Signature(s): _____

Name and Title of Above Signer(s): _____

Date: _____

BID FORM

For: IFB16-0138OV
Gulf Drive Passenger Shelter Project for Manatee County Transit
Construction and Installation of Passenger Shelters on Anna Maria Island, Bradenton
Beach, and Holmes Beach located in Manatee County, FL.

Total Offer: \$ _____

We, the undersigned, hereby declare that we have carefully reviewed the IF Documents in their entirety and with full knowledge and understanding of the aforementioned herewith submit this bid, completely meeting each and every specification, term, and condition contained therein.

As bidder, we understand that the IFB documents, in its entirety, including but not limited to, all specifications, terms, and conditions shall be made a part of any resulting Agreement between Manatee County and the successful bidder. Failure to comply shall result in Agreement default, whereupon, the defaulting successful bidder shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by County, and agrees to forfeit his/her bid bond.

Communications concerning this bid shall be addressed as follows: **(Complete all fields)**

Bidder's Name: _____
Mailing Address: _____
Telephone: () _____ Fax: () _____
EMERGENCY #: () _____ (should be available 24/7)
Email Address: _____

I, _____ on [date(s)] _____ attest that I have
visited the project site(s) to familiarize myself with the full scope of work required for the quote

Acknowledge Addendum No. _____	Dated: _____	Acknowledge Addendum No. _____	Dated: _____
Acknowledge Addendum No. _____	Dated: _____	Acknowledge Addendum No. _____	Dated: _____
Acknowledge Addendum No. _____	Dated: _____	Acknowledge Addendum No. _____	Dated: _____

Environmental Sustainability – The Company submitting this bid has an environmental sustainability initiative currently in place. ☐ Yes ☐ No If yes, the bidder shall submit a summary of their environmental sustainability initiative along with their bid.

Authorized Signature(s): _____

Name and Title of Above Signer(s): _____

Date: _____

MAILING LABEL

Cut along the outside border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid and the bid due date and time where requested.

MAILING LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE:

BIDDER NAME: _____

Bid No.: IFB#16-0138OV

Bid Title: Gulf Drive Passenger Shelter Project for Manatee
County Area Transit, Construction and Installation of Passenger
Shelters on Anna Maria Island, Bradenton Beach, and Holmes
Beach located in Manatee County, FL

DUE DATE/TIME: February 26, 2016 at 3:00 PM

Bid Opening Location: Manatee County Administration Building,
1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205

IFB #16-0138OV, Gulf Drive Passenger Shelter Project for Manatee County Area Transit
BID FORM (Submit in Duplicate) Section 00300

Manatee County Area Transit (MCAT) of Bus Stop Improvements

**Construction and Installation of Passenger Shelters on Anna Maria Island, Bradenton Beach, and
Holmes Beach located in Manatee County, FL**

ITEM NO.	DESCRIPTION	QTY	U/M	BID PRICE	EXTENDED PRICE
1	Slab Construction - Provide a Unit Price for the Construction of the Slab as indicated on the drawings and specifications.	10	EA	\$	\$
2	Prep / Materials - Provide a Unit Price for all labor, materials, fill, compaction, sod, etc., for including all site/civil work as indicated on the drawings and specifications.	10	EA	\$	\$
3	Shelter Construction and Installation - Provide a Unit Price for all equipment labor and materials for including all site/civil work as indicated on the drawings and specifications.	10	EA	\$	\$
4	Optional Shelter Installation Only - Provide a Unit Price to furnish all equipment, labor and materials for including all site/civil work as indicated on the drawings and specifications.	10	EA	\$	\$
5	Permits - Payment for all work included under this Bid Item shall be made at the Contract LUMP SUM price. Contractor is responsible for obtaining all necessary permit to complete the project.	10	LS	\$	\$

BIDDER: _____

AUTHORIZED SIGNATURE: _____

**IFB #16-0138OV, Gulf Drive Passenger Shelter Project for Manatee County Area Transit
BID FORM (Submit in Duplicate) Section 00300**

Manatee County Area Transit (MCAT) of Bus Stop Improvements

**Construction and Installation of Passenger Shelters on Anna Maria Island, Bradenton Beach, and
Holmes Beach located in Manatee County, FL**

ITEM NO.	DESCRIPTION	QTY	U/M	BID PRICE	EXTENDED PRICE
6	MAINTENANCE OF TRAFFIC				
7	Crew Complete, Includes Truck, Foreman, (2) Flaggers		DAY	\$	\$
8	Flag Personnel, Includes two (2) Flaggers Only		DAY	\$	\$
9	Additional Flag Personnel, one (1) Flagger Only		HOUR	\$	\$
10	Temporary Signal Detection		DAY	\$	\$
11	Mobilization / Demobilization	1	EA	\$	\$
12	OVERTIME SURCHARGE SHALL BE AT THE RATE OF: Note: Requires prior written concurrence.	40	HRS	\$	\$
	GRAND TOTAL AWARD				

BIDDER: _____

AUTHORIZED SIGNATURE: _____

**IFB #16-0138OV, Gulf Drive Passenger Shelter Project for Manatee County Area Transit
BID FORM (Submit in Duplicate) Section 00300**

Manatee County Area Transit (MCAT) of Bus Stop Improvements

**Construction and Installation of Passenger Shelters on Anna Maria Island, Bradenton Beach, and
Holmes Beach located in Manatee County, FL**

ITEM NO.	DESCRIPTION	%	DBE	Description of Work by Subcontractor	Name and Contact Information of Subcontractor
1	Slab Construction - Construction of the Slab as indicated on the drawings and specifications.				
2	Prep / Materials -All labor, materials, fill, compaction, sod, etc., for including all site/civil work as indicated on the drawings and specifications.				
3	Shelter Construction and Installation -Furnish all equipment labor and materials for including all site/civil work as indicated on the drawings and specifications.				
4	Optional Shelter Installation Only - Furnish all equipment, labor and materials for including all site/civil work as indicated on the drawings and specifications.				
5	Permits - Contractor is responsible for obtaining all necessary permit to complete the project.				

BIDDER: _____

AUTHORIZED SIGNATURE: _____

**IFB #16-0138OV, Gulf Drive Passenger Shelter Project for Manatee County Area Transit
BID FORM (Submit in Duplicate) Section 00300**

Manatee County Area Transit (MCAT) of Bus Stop Improvements

**Construction and Installation of Passenger Shelters on Anna Maria Island, Bradenton Beach, and
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6	MAINTENANCE OF TRAFFIC				
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8	Flag Personnel, Includes two (2) Flaggers Only				
9	Additional Flag Personnel, one (1) Flagger Only				
10	Temporary Signal Detection				
11	Mobilization / Demobilization				
This is a duplication of the Bid Items where the Bidder shall state the percentage of work (of each item listed) and a description of the work which shall be performed by a subcontractor					

BIDDER: _____

AUTHORIZED SIGNATURE: _____

SPECIFICATIONS

Division 1 - Division 16

GULF DRIVE PASSENGER SHELTER PROJECT / MCAT



MANATEE COUNTY PUBLIC WORKS

Transit Division

1108 26th Avenue East

Bradenton, FL 34208

941.747.8621

September, 2015

(1 - 4 - 2 0 1 6)

SPECIFICATIONS

TABLE OF CONTENTS

**MANATEE COUNTY PUBLIC WORKS
GULF DRIVE PASSENGER SHELTER PROJECT / MCAT**

DIVISION 1 - GENERAL PROVISIONS

Section 01005 - Administrative Provisions
Section 01019 - Contract Considerations
Section 01200 - Coordination and Meetings
Section 01300 - Submittals
Section 01305 - Modification Procedures
Section 01400 - Quality Control
Section 01600 - Products
Section 01700 - Project Closeout
Section 01710 - Cleaning

DIVISION 2 - SITEWORK

Section 02230 - Site Work and Foundation Excavations and Earthwork
Section 02270 - Erosion Control

DIVISION 3 - CONCRETE

Section 03000 - Concrete

DIVISION 4 - NOT APPLICABLE

DIVISION 5 - NOT APPLICABLE

DIVISION 6 - NOT APPLICABLE

Section 06130 – Timber Framing

DIVISION 7 - NOT APPLICABLE

Section 07411 – Metal Roof Panels

DIVISION 8 - NOT APPLICABLE

DIVISION 9 - NOT APPLICABLE

DIVISION 10 - NOT APPLICABLE

DIVISION 11 - NOT APPLICABLE

DIVISION 12 - NOT APPLICABLE

DIVISION 13 - NOT APPLICABLE

DIVISION 14 - NOT APPLICABLE

DIVISION 15 - NOT APPLICABLE

DIVISION 16 - NOT APPLICABLE

**END
TABLE OF CONTENTS**

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SECTION 01005

ADMINISTRATIVE PROVISIONS

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Base Bid shall be all Work associated with construction of specialty passenger shelters, including concrete support footings, concrete pads and shelter installation.
- B. The base bid includes the construction of a single shelter at specified locations as indicated on the drawings and specifications.

The shelter is a wood frame construction with foundation and roofing. No electrical or mechanical work is required. The Packages are indicated on the 11"x17" drawings and specifications.

- C. All applicable work shall conform to the 2010 Florida Building Code and all current editions, Americans with Disabilities Act and all applicable codes and ordinances.
- D. A licensed General Contractor is required for concrete slabs, footers and shelter Installation.

1.03 SHELTER LOCATIONS

The following are the existing locations for the new shelters.

- 1. North West Corner of Gulf Dr. and Magnolia Ave.
- 2. North East Corner of Crescent Ave. and Pine Ave.
- 3. South East Corner of Crescent Ave. and Pine Ave.
- 4. North Side of Anna Maria City Hall on Pine Ave. existing stop 72

Additional locations may be added over time.

1.04 SEQUENCE OF CONSTRUCTION

- A. The site work and construction shall be coordinated with the Manatee County Public Works Department/Transit Division.

1.05 COORDINATION

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

1.06 FIELD ENGINEERING

- A. The Contractor shall provide field engineering services; establish grades, lines and levels, by use of recognized engineering survey practices by a contractor furnished and paid for Florida registered, licensed surveyor, as required for this project.
- B. Control datum for survey is shown on Drawings. The Contractor shall locate the reference points and the Contractor shall protect and control those points.

1.07 REFERENCE STANDARDS

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

1.08 CONFLICTS IN THE DOCUMENTS

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

PART 2 **PRODUCTS**

Not Used.

PART 3 **EXECUTION**

Not Used.

END OF SECTION

SECTION 01019

CONTRACT CONSIDERATIONS

PART 1 GENERAL

1.01 CONTRACTOR WARRANTIES

- A. The County shall also require the successful Contractor to represent and warrant that:
1. The construction schedule and budget include reasonable contingencies and reserves for design and plan revision, modifications, coordination, clarification or interpretation that may reasonably be anticipated on a project of this type.

Clarification: No specific contingency amount will be determined by the Manatee County (i.e. "the County"). This is intended to provide for a total contract price including a certain "comfort factor" in the bid to cover undetermined factors expected of a project of this complexity.
 2. Construction plans and specifications are two dimensional instruments of professional service and usually require some degree of revision, interpretation, coordination, clarification or modification as actual construction presents them in three dimensions during the construction phase.
 3. The County and the Architect have exercised reasonable care in endeavoring to coordinate the architectural, mechanical and structural design into a cohesive set of plans and specifications. However, the General Contractor acknowledges that it is not possible to address every element of coordination during the design process and some coordination errors or deficiencies probably will be encountered during the construction phase of the project.

1.02 APPLICATIONS FOR PAYMENT

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

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

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

PART 2 **PRODUCTS**

Not used.

PART 3 **EXECUTION**

Not used.

END OF SECTION

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SECTION 01200

COORDINATION AND MEETINGS

PART 1 GENERAL

1.01 COORDINATION

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

1.02 FIELD ENGINEERING

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

1.03 PRECONSTRUCTION CONFERENCE

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

1.04 PROGRESS MEETINGS

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

PART 2 **PRODUCTS**

Not used.

PART 3 **EXECUTION**

Not used.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.01 SUBMITTAL PROCEDURES

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

1.02 SHOP DRAWINGS

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

1.03 PRODUCT DATA

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

PART 2 **PRODUCTS**

Not used.

PART 3 **EXECUTION**

Not used.

END OF SECTION

**SECTION 01305
MODIFICATION PROCEDURES**

PART 1 GENERAL

1.01 SUMMARY

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

1.02 MINOR CHANGES IN THE WORK

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

1.03 CHANGE ORDER PROPOSAL REQUESTS

- A. County-initiated Proposal Requests: Proposed changes in the work that will require adjustments to the Contract Sum or Contract Time will be issued by the MCAT Project Manager, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.
 - 1. Proposal requests issued by the Project Manager are for informational purposes only. Do not consider them instruction either to stop work in progress, or to execute the proposed changes.
 - 2. Unless otherwise indicated in the proposal request, within 10 days of receipt of the proposal request, submit to the MCAT Project Manager for the County's review, an estimate of cost necessary to execute the proposed change.
 - a. Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include a statement indicating the effect the proposed change in the work will have on the Contract Time.
 - d. Contractor and subcontractors will provide a complete detailed labor and material breakdown to justify Change Order request amounts.
- B. Contract-Initiated Change Order Requests: When latent or other unforeseen conditions in mutual accord with the County Representative's finding require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the County.
 - 1. Include a statement outlining the reasons for the change and the effect of the change on the work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum or Contract Time.
 - 2. Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.

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

PART 2 **PRODUCTS**

Not used.

PART 3 **EXECUTION**

Not used.

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 **GENERAL**

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

1.02 WORKMANSHIP

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

1.03 TESTING LABORATORY SERVICES

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

PART 2 **PRODUCTS**

Not used.

PART 3 **EXECUTION**

Not used.

END OF SECTION

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SECTION 01600

PRODUCTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Products.
- B. Transportation and Handling.
- C. Storage and Protection.

1.02 PRODUCTS

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

1.03 TRANSPORTATION AND HANDLING

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

1.04 STORAGE AND PROTECTION

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

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

This page is blank on purpose.

SECTION 01700
PROJECT CLOSEOUT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 SUBSTANTIAL COMPLETION

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

1.03 FINAL INSPECTION

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

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

1.04 FINAL ADJUSTMENT OF ACCOUNTS

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 DISPOSAL REQUIREMENTS

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

PART 2 PRODUCTS

2.01 MATERIALS

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

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

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

3.02 FINAL CLEANING

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

END OF SECTION

This page is blank on purpose.

SECTION 02230

**SITE WORK AND FOUNDATION EXCAVATIONS
AND EARTHWORK**

PART 1 GENERAL

1.01 SECTION REQUIREMENTS

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

PART 2 PRODUCTS

Not Applicable.

PART 3 EXECUTION

3.01 GENERAL

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

3.02 SITE CLEARING

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

September, 2015

facilitate new construction.

- D. Remove slabs or other construction required for the new pad construction.
- E. Dispose of waste materials, including trash, debris, and excess topsoil, off Owner's property. Burning waste materials on-site is not permitted.

3.03 SITE PREPARATION

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

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of one (1) foot below the bottom of the footing depth, as determined by field density compaction tests. Backfill soils placed adjacent to existing footings should be carefully compacted with a light rubber-tired roller or vibratory plate compactor to avoid damaging the footings or walls. Approved sand fills, to provide foundation embedment constraint, should be placed in loose lifts not exceeding six (6) inches and should be compacted to a minimum of 95% of the modified Proctor maximum dry density.

- H. If soft pockets are encountered in the footing excavations, the unsuitable materials shall be removed and the footings may be located at a lower elevation on firm, acceptable material, or the proposed footing elevation may be re-established by backfilling after the undesirable material has been removed. This backfilling may be done with a very lean concrete or with a well-compacted, suitable fill such as clean sand, gravel, or crushed Florida Department of Transportation (FDOT) No. 57 or FDOT No. 67 stone. Sand backfill shall be compacted to a dry density of at least 95% of the modified Proctor maximum dry density (ASTM D-1557), as previously described.
- I. Immediately prior to reinforcing steel placement, the bearing surfaces of all footing and floor slab areas shall be compacted using hand operated mechanical tampers. In this manner, any localized areas which have been loosened by excavation operations should be adequately re-compacted.
- J. After inspection, approval and final compaction of footing bottoms the foundation concrete shall be placed as quickly as possible to avoid exposure of the footing bottoms to wetting and drying. Surface run-off water should be drained away from the excavations and not be allowed to pond. The foundation concrete should be placed during the same day the excavation is made. If it is required that the footing excavations be left open for more than one day, they should be protected to reduce evaporation or entry of moisture.

END OF SECTION

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SECTION 02270

EROSION CONTROL

PART 1 - GENERAL

1.01 WORK INCLUDED

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

PART 2 - EXECUTION

2.01 INSTALLATION

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

2.02 PROTECTION

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

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

2.03 PERFORMANCE

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

END OF SECTION

SECTION 03000

CONCRETE

PART 1 **GENERAL**

1.01 **WORK INCLUDED**

- A. Formwork, bracing, and anchorage.
- B. Concrete reinforcement and accessories.
- C. Cast-in-place concrete; ready mixed concrete; concrete placement, finishing and curing.

1.02 **REFERENCES**

- A. ACI 301 - Specifications for Structural Concrete for Buildings.
- B. ACI 305 - Hot Weather Concreting.
- C. ACI 315 - Details and Detailing of Concrete Reinforcement.
- D. ACI 318 - Building Code Requirements for Reinforced Concrete.
- E. ACI 347 - Recommended Practice for Concrete Formwork.
- F. ASTM A615 - Deformed and Plain Billet-Steel for Concrete Reinforcement.
- H. ASTM C78 - Flexural Strength of Concrete (Using Simple Beam with Third Point Loading).
- I. ASTM C94 - Ready-Mixed Concrete.
- J. ASTM C150 - Portland Cement.
- K. ASTM C171 - Sheet Materials for Curing Concrete.
- L. ASTM C260 - Air Entraining Admixtures for Concrete.
- M. ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete.
- N. ASTM C494 - Chemical Admixtures for Concrete.
- O. FS TT-C-800 - Curing Compound, Concrete, for new and existing Surfaces.

1.03 **QUALITY ASSURANCE**

- A. Perform work in accordance with ACI 301, ACI 305, ACI 315, ACI 347, ASTM C-150 and all other applicable referenced documents.

1.04 **TESTS**

- A. Testing shall be as described below and the cost of testing shall be paid by the contractor.

- B. Submit proposed mix design of concrete for review and approval prior to commencement of work.
- B. Testing firm will take cylinders and perform slump tests in accordance with ACI 301.
- C. Tests of cement and aggregates will be performed to ensure conformance with requirements stated herein.

Submit data, source and certificates on proposed aggregates.
- D. At least three concrete test cylinders will be taken for every 50 cu. yds. or less of each class of concrete placed each day.
- E. One slump test will be taken for each set of test cylinders taken.
- F. Chemical Resistance: Independent testing shall be performed to ASTM C 267-77 "Chemical Resistance of Mortars" and ASTM 39-86 "Compressive Strength of Cylindrical Concrete Specimens".
 - 1. Concrete samples (treated and untreated) to have a design strength as listed in paragraph 2.08. No admixtures permitted.
 - 2. Untreated and treated specimens to be immersed for a minimum of 84 days in the following chemical solutions: hydrochloric acid, toluene, caustic soda.
 - 3. Treated specimens after exposure, and shall have a minimum of 14% increase in compressive strength versus untreated control specimens.
- G. Potable Water Approval: Independent testing shall be performed according to NSF Standard 61 and approval for use of waterproofing material on structures holding potable water shall be evidenced by NSF certification.

1.05 SHOP DRAWINGS

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

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

PART 2 **PRODUCTS**

2.01 FORM MATERIALS

- A. Conform to ACI 301 and ACI 347.

2.02 REINFORCING STEEL

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

2.03 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type 1 Portland, grey color.
- B. Fine and Coarse Aggregates: ASTM C33.
- C. Water: Clean and not detrimental to concrete.

2.04 ADMIXTURES.

- A. Air Entrainment Admixture: ASTM C260.

2.05 CONCRETE MIX

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

PART 3 **EXECUTION**

3.01 GENERAL

- A. Work to be in conformance with ACI 301, ACI 305, ACI 315, ACI 347, ASTM C-150 and all other applicable referenced documents.

3.02 FORMWORK ERECTION

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

3.03 REINFORCEMENT

- A. Comply with ACI 301, ACI 315, ACI 318 and ANSI/ASTM A185.

- B. Place, support, and secure reinforcement against displacement.

3.04 PLACING CONCRETE

- A. Notify Owner a minimum 24 hours prior to commencement of concreting operations.
- B. Concrete shall not be dropped freely over 4 feet; use pipe troughs or chutes. Placement of concrete shall be such as to avoid segregation or separation of aggregates.
- D. Concrete shall be deposited nearly as possible in its final position. Large quantities shall not be deposited at one point and then run and worked along the forms. Do not move concrete horizontally with a vibrator nor garden rake. Avoid segregation of the mix.

3.05 TOLERANCES

- A. Provide Class A tolerance according to ACI 301.

3.06 REMOVAL OF FORMS

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

3.07 FINISHING FORMED SURFACES

- A. All Concrete: Fill all voids, honeycombs and other intrusions. Clean all voids, honeycombs and holes of loose concrete and debris. Fill solid with neat cement paste, 1 part cement and 1-1/2 part fine, clean sand; wet areas before filling. Remove projections, fins, irregularities and form tie ends.
- B. Formed concrete surfaces exposed to view: Remove blemishes; rub to uniform texture.

3.08 CURING

- A. Begin curing concrete immediately after finishing. Concrete shall be protected against moisture loss and rapid temperature change for at least 10 days. Use one of the following procedures.
 - 1. **Curing shall be 10 full days.**

END OF SECTION

SECTION 06130
TIMBER FRAMING

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Work includes furnishing labor, materials, and equipment to furnish, and install structural and architectural timber framing as detailed in drawings or specified, joinery, and connections not provided in drawings, and supplying associated fasteners to complete system and connect timber framing members to structural supports.
- B. Types of timber construction specified in this section include the following:
 - 1. Beams, girders, plates, sills, girts, and purlins.
 - 2. Columns and posts, braces and bolsters.
 - 3. Timber trusses.

1.2 DEFINITIONS

- A. Inspection Agencies and abbreviations used to reference them include the following:
 - 1. NELMA – Northeastern Lumber Manufacturers Association.
 - 2. NHLA – National Hardwood Lumber Association.
 - 3. NLGA – National Lumber Grades Authority.
 - 4. SPIB – Southern Pine Inspection Bureau.
 - 5. WCLIB – West Coast Lumber Inspection Bureau.
 - 6. WWPA – Western Wood Products Association.
 - 7. AWWPA – American Wood Protection Association.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Schedule timber delivery and installation to avoid extended on-site storage
- B. Keep timber members dry during delivery and storage. Cover timber with weathertight tarps. Do not store members in areas of high or low relative humidity.
- C. Cut and stack timber so as not to encourage growth of sap-stain fungi, mold, carpenter ants, borers, etc.
- D. Stack timbers with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

1.4 SUBMITTALS

- A. Show Drawings: Submit for review shop drawings. Show design loads, material properties, full dimensions of each member, and layout of timber frame system. Show large-scale details of joints and connections. Provide hardware cut sheets and design values for fasteners.

1.5 QUALITY ASSURANCE

- A. Fabricator and Erector of timber framing shall not have less than (5) years experience in fabrication and erection of timber framing.

- B. Timbers shall be graded by lumber grading agency certified by American Lumber Standards Committee.
- C. Locate grade stamp on timber surfaces not exposed to view in completed work. Grade certification can be submitted in lieu of grade stamping material.

PART 2 - PRODUCTS

2.1 GENERAL

- A. General: Comply with PS 20 and grading rules of lumber grading agencies certified by American Lumber Standards Committee Board of Review as applicable.
 - 1. Factory mark each item of timber with grade stamp of grading agency.
 - 2. For exposed timber indicated to receive stained or natural finish, apply grade stamps to surfaces not exposed to view, or omit grade stamps and provide certificates of grade compliance issued by grading agency.
- B. Preservative Treatment:
 - 1. For sawn products, pressure treat timbers as required in architectural and structural drawings and within this section with preservative treatment to comply with AWPA U1-04 Use Category System, Commodity Specification A, Sawn Products. See Section 06071 for treatments and related requirements.
 - a. List products to be treated.
 - b. Products to be treated after fabrication.
 - c. Specify conditioning (air dry, etc.), packaging, and handling after treating.
 - d. Specify treatment for post-treating fabrication.
 - 2. For posts, pressure treat poles as required in architectural and structural drawings and this section with preservative treatment to comply with AWPA U1-04 Use Category System, Commodity Specification B, Posts. See Section 06071 for treatments and related requirements.
 - a. List products to be treated.
 - b. Products to be treated after fabrication
 - c. Specify conditioning (air dry, kiln dry, etc.), packaging, and handling after treating.
 - d. Specify treatment for post-treating fabrication.

2.2 TIMBER

- A. Timber Species Grade: Select Structural, No. 1
- B. Timber performance requirements. Species and grade that comply with required structural properties for moisture content provided.
 - 1. Allowable Stress Ratings for 12 inches Depth: Fb 1500 psi and E 1,500,00 psi.
- C. Grading Rules: NHLA, NLGA, OR WWPA.
- D. For 10 inch or greater maximum dimension members, use box heart timbers. For small less than 10 inch maximum dimension members, use free of heart center timbers. Do not use timber with excessive reaction wood.
- E. Moisture Content: Provide timber with 19 percent maximum moisture content 1 inch from surface at time of dressing.
- F. Dressing: Provide timber that is rough sawn (Rgh) unless otherwise indicated.

1. Round columns shall be hand peeled (shaved) from nominal S4S timbers. The minimum dressed diameter shall not be more than ½ inch under nominal size indicated in drawings.
- G. Incising: To be performed by timber supplier.
- H. End Sealer: Manufacturer's standard, transparent, colorless wood sealer effective in retarding transmission of moisture at cross-grain cuts and compatible with finish.
- I. Penetrating Sealer: Manufacturer's standard, transparent, penetrating wood sealer compatible with finish.
- J. Cut members indicated as curved in drawings from stock having similar natural curves. Cross grain deviation greater than 1 in 10 is not permitted unless member is identified in the drawings as decorative only.

2.3 FASTENERS

- A. General: Provide Fasteners of size and type complying with requirements specified for material and manufacture.
 1. Where fasteners are exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide Type 304 stainless steel.
- B. Wood Screws: ASME B18.6.1:
- C. Proprietary Fasteners:
 1. RSS structural screws by Grk or accepted equivalent
 2. Timberlok fasteners by FastenMaster or accepted equivalent
 3. Strong Drive screws (SDS) by Simpson Strong-tie or accepted equivalent
 4. WFC/WFR/WFD fasteners by SFS intec or accepted equivalent.
- D. Lag Bolts: ASME B18.2.1
- E. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.
- F. Threaded Rods: ASTM A 36.
- G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing in accordance ASTM E 488, performed by a qualified independent testing and inspecting agency.
 1. Material: Carbon-steel components, zinc-plated to comply with ASTM B 633, Class Fe/Zn 5.

2.4 STEEL CONNECTION MATERIALS

- A. Unless otherwise indicated, fabricate steel connection materials and steel elements from the following materials:
 1. Structural-steel shapes, plates, and flat bars complying with ASTM A 36.
 2. Round steel bars complying with ASTM A 575, Grade M 1020.
 3. Hot-rolled steel sheet complying with ASTM A 1011, Structural Steel, Type SS, Grade 33.
 4. Stainless steel plate and flat bars complying with ASTM A 666, Type 304.
 5. Stainless steel bars and shapes complying with ASTM A 276, Type 304.

6. Stainless steel sheet complying with ASTM A 666, Type [304] [316].
- B. Fabricate tie rods from round steel bars with upset threads connected with forged-steel turnbuckles complying with ASTM A 668/A 668M.
- C. Use shear plates **4 inches** in diameter, complying with ASTM D 5933.
- D. Finish
 1. Where not exposed to weather, finish steel assemblies and fasteners with rust-inhibitive primer, 2-mil dry film thickness.
 2. Where exposed to weather, hot-dip galvanize steel assemblies and fasteners after fabrication to comply with ASTM A 123/A 123M or ASTM A 153/A 153M.

2.5 FABRICATION

- A. Shop fabricate members by cutting and restoring exposed surfaces to match specified surfacing. Predrill for fasteners and assembly of units.
 1. Finish exposed surfaces to provide smooth finish. Surface texture shall be equivalent to that produced by machine sanding with No. 120 grit sandpaper.
 2. Where preservative-treated members are specified, fabricate before treatment to greatest extent possible. Where fabrication must be done after treatment, apply field-treatment preservative to comply with AWP A M4.
 - a. Use inorganic boron treatment for members not in contact with ground and continuously protected from water.
 - b. Use copper naphthenate treatment for members in contact with ground or not continuously protected from water.
- B. Camber: Fabricate horizontal members and inclined members with slope of less than 1:1 with natural convex bow (crown) up to provide camber.
- C. Seal Coat: After fabricating and surfacing each unit, apply saturation coat of penetrating sealer on surfaces of each unit except for treated wood where treatment included water repellent.
- D. Timber sizes are actual dimensions prior to shrinkage at the time of fabrication. Plane, adze, or otherwise dress timber to square, uniform dimension at joinery locations. Dressed dimensions shall not be less than dimensions indicated in Product Standard PS20.
- E. Timbers with moderate bow are permitted where their intended use will straighten them. Place crowns up for spanning members. Do not use severely bowed timbers or timbers bowed in more than one direction.
- F. Remove staining from soil, oil, or grease.
- G. Chamfer exposed edges of beams and posts with ski tip stops.
- H. Cut ¼-inch chamfers on tenons on end grain edges
- I. Cut joints accurately to make neat snug fit.
- J. Layout marks and identification marks shall not be visible on completed frame.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. General: Erect heavy timber construction true and plumb. Provide temporary bracing to maintain lines and levels until permanent supporting members are in place.

- B. Handle and temporarily support heavy timber construction to prevent surface damage, compression, and other effects that might interfere with indicated finish. Tools used to drive or pull joints together shall not mar finished surface of timber.
- C. Cutting: Avoid extra cutting after fabrication. Where field fitting is unavoidable, comply with finish and preservative treatment requirements for shop fabrication.

3.2 STRUCTURAL TESTS AND INSPECITONS

- A. Notify Special Inspector when structural framing is complete. Timber framing shall be inspected and approved prior to enclosing walls, floors, roofs, or ceilings.

3.3 ADJUSTING AND CLEANING

- A. Repair damaged surfaces and finishes after completing erection. Replace damaged heavy timber construction if repairs are not approved by Architect.

END OF SECTION

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SECTION 07411
METAL ROOF PANELS

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes the following:
 - 1. Metal panel roofing system
 - a. Roofing manufacturer's requirements for the specified warranty
 - b. Preparation of roofing substrates
 - c. Wood nailers associated with insulation installed as part of this work
 - d. Insulation
 - e. Underlayment
 - f. Metal roof panels
 - g. Sheet metal trim, flashing, and related components
 - h. Other roofing-related items specified or indicated on the drawings or otherwise necessary to provide a complete weatherproof roofing system
- B. Comply with the published recommendations and instructions of the roofing membrane manufacturer, at <http://manual.fsbp.com>.
- C. Commencement of work by the Contractor shall constitute acknowledgement by the Contractor that this specification can be satisfactorily executed, under the project conditions and with all necessary prerequisites for warranty acceptance by roofing membrane manufacturer. No modification of the Contract Sum will be made for failure to adequately examine the Contract Documents or the project conditions.

1.2 REFERENCES

- A. Referenced Standards: These standards form part of this specification only to the extent they are referenced as specification requirements.
 - 1. ASCE 7 - Minimum Design Loads for Buildings and Other Structures; American Society of Civil Engineers; 2005.
- B. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2006a.
- C. ASTM C 1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2004.
- D. ASTM D 1970 - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection; 2001.
- E. ASTM E 1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference; American Society for Testing and Materials; 2005.
- F. ASTM E 1646 - Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference; American Society for Testing and Materials; 1995 (Reapproved 2003).
- G. MBMA - Metal Roofing Systems Design Manual; Metal Building Manufacturers Association; 2000.
- H. PS 20 - American Softwood Lumber Standard; 2005.

- I. UL 580 - Standard for Tests for Uplift Resistance of Roof Assemblies; Underwriters Laboratories Inc.; 2006.
- J. UL 2218 - Standard for Impact Resistance of Prepared Roof Covering Materials; Underwriters Laboratories Inc.; 1996.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's data sheets on each product to be installed and manufacturer's standard detail drawings applicable to this project.
 - 1. Where tested design criteria are specified, provide test reports showing that the metal roof panel system complies with the specified criteria.
 - 2. Where UL or FM requirements are specified, provide documentation that shows that the roofing system to be installed is UL-Classified or FM-approved, as applicable; include data itemizing the components of the classified or approved system.
- B. Installation Instructions: Provide manufacturer's instructions to installer, marked up to show exactly how all components will be installed; where instructions allow installation options, clearly indicate which option will be used.
- C. Samples: Submit following samples for approval:
 - 1. 12 inch long sample of roof panel.
 - 2. Color chips for selection of finish color and sheen.
 - 3. After selection of finish color, provide two 3 by 5 inch metal samples finished in color selected.
- D. Shop Drawings: Provide drawings prepared especially for this project for all relevant conditions, including plans and elevations, sections and details, specified loads, flashings, roof edges, terminations, expansion joints, curbs, penetrations, and drainage. Specifically include interfaces with materials not supplied by metal roof panel manufacturer and identify each component and its finish.
- E. Specimen Warranty: Submit prior to starting work.
- F. Installer Qualifications: Letter from manufacturer attesting that the roofing installer meets the specified qualifications.
- G. Pre-Installation Notice: Copy to show that manufacturer's required Pre-Installation Notice (PIN) has been accepted and approved by the manufacturer.
- H. Manufacturer's Installation Inspection Reports: Manufacturer may, at its option, inspect the installation at any time to appraise the installing contractor of their compliance with manufacturer's requirements. Typical inspections will include:
 - 1. Prior to the installation of the metal roofing panels to inspect the underlayments. The roofing contractor is responsible for assuring that the substrate is in suitable condition for the installation of the metal roofing components to the substrate.
 - 2. Intermediate inspections to ensure proper installation of the metal roofing panels (if required).
 - 3. At final completion of all metal roofing system work.
 - 4. Submit to MCAT, for the project record, a copy of each report of inspection made.
- I. Maintenance Data: Submit information describing methods of maintaining installed products and precautions regarding cleaning materials and methods relating to maintenance of appearance and performance of finishes.

- J. Executed Warranty, by authorized company official.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Roofing installer shall have received training from the metal panel manufacturer for installation of the specified roof panel system, and:
 - 1. Current Firestone Red Shield licensed installer status.
 - 2. Having and using only equipment authorized and inspected by metal panel manufacturer.

1.5 DELIVERY, STORAGE, & HANDLING

- A. Deliver products in manufacturer's original containers, dry and undamaged, with seals and labels intact and legible.
- B. Exercise extreme care in unloading, storing, and installing metal panels to prevent bending, warping, twisting, and surface damage.
- C. Store products above ground on well-supported platforms that provide minimum of 1:48 slope. Store under waterproof covering or indoors and provide proper ventilation of metal components to prevent condensation build-up between metal components.

1.6 WARRANTY

- A. Comply with all warranty procedures required by manufacturer, including notifications, scheduling, and inspections.
- B. Manufacturer's warranty is in addition to, and not a limitation of, other rights the owner may have under the contract documents.
- C. Warranty: Firestone Red Shield Limited Warranty covering roof panels and associated metal components, roof sheathing/insulation manufactured by Firestone, and accessories, covering weather tightness, finish, materials, labor, and workmanship.
 - 1. Warranty Period: 20 years.
 - 2. Limit of Liability: No dollar limitation.
 - 3. Scope of Coverage: Repair leaks in the roofing system caused by:
 - a. Ordinary wear and tear of the elements.
 - b. Manufacturing defect in Firestone brand materials.
 - c. Defective workmanship used to install these materials.
 - d. Damage due to winds up to 55 mph (88 km/h).
 - 4. Not Covered:
 - a. Materials not made by Firestone
 - b. Damage due to winds in excess of 55 mph.
 - c. Damage due hurricanes or tornadoes.
 - d. Hail.
 - e. Intentional damage.
 - f. Unintentional damage due to normal rooftop inspections, maintenance, or service.
- D. Painted Finish Warranty: Provide Firestone standard Red Shield non-prorated warranty covering durability of painted finish, to include film integrity, color change, fading, and chalking, unless otherwise indicated below.
 - 1. Warranty Period: 20 years commencing on date of substantial completion.

PART 2 - PRODUCTS

2.1 PRODUCT AND MANUFACTURE

- A. Acceptable Manufacturers: Subject to compliance with requirements, provide product of one of the following:
 - 1. Basis of Design: Firestone Building Products Co., Indianapolis, IN 46260; (800) 428-4442
 - a. UC-3RS Double-Lock Standing Seam Roofing
 - 2. Substitutions allowed only if approved by the architect prior to bid, in accordance with Division 01-General Requirements Product Substitution Procedures
- B. Manufacturer of Insulation: Same manufacturer as metal roof panels.

2.2 ROOFING SYSTEM DESCRIPTION

- A. Metal Roof Panel System: Provide a standing seam metal roof panel system (SSRS) complete with underlayment, accessories, fasteners, panel clips, trim/flashing, closures, sealants, fillers and other items required to achieve a complete watertight assembly.
 - 1. Roof Shape: Sloped over 2:12 but less than 5:12.
 - 2. Roof Height above Grade: 250 feet or less.
 - 3. Provide system having seams mechanically locked in the field with a mechanical seamer.
 - 4. Basis of Design: Firestone Building Products UC-3RS Double-Lock Standing Seam Roofing; roofing panels roll formed and seamed in the field using only Firestone authorized and inspected equipment.
 - 5. Form roofing panels in longest practical lengths, true to shape, accurate in size, square, and free from distribution or manufacturing defects.
 - 6. Panel Profile: Stiffening ribs.
 - 7. Texture: Standard smooth.
 - 8. Seam Height: 1-1/2 inches (38 mm).
 - 9. Seam Spacing: 16 inches.
 - 10. Provide factory applied integral seam sealant in leg of panel.
 - 11. Provide all necessary members and connections, whether indicated in the manufacturer's standard detail drawings or not.
 - 12. All components of the system shall be supplied or specified by the same manufacturer.
 - 13. Fabricate trim, flashing, and accessories to roofing manufacturer's specified or approved profiles.
- B. Design Criteria: Provide an installed roofing system that has the following characteristics:
 - 1. Design Loads: As specified elsewhere in the Contract Documents.
 - 2. Design Loads: In accordance with ASCE 7, current edition.
 - 3. Wind Uplift Resistance: Class 90 rating, minimum, when tested in accordance with UL 580.
 - 4. Wind Pull-Off Resistance: No failure of roof panel or fasteners when tested in accordance with ASTM E 1592 for negative loading equal to negative design wind load; for assemblies not tested, capacity for gauge, span, or loading may be determined by interpolating between test values only.

5. Water Leakage: No uncontrollable water leakage at pressure differential of 2.86 psf, when tested in accordance with ASTM E 1646.
 6. Impact Resistance: Minimum of Class 4, when tested in accordance with UL 2218.
 7. Thermal Effects: Design roof panels and their attachment to allow free movement in response to expansion and contraction forces resulting from temperature variation, as specified in the MBMA Metal Roofing Systems Design Manual.
- C. Roof Insulation: Composite OSB/polyisocyanurate foam insulation board; 1-1/2 inches thick; foam side down.
- D. Roof Insulation: Isocyanurate foam insulation board.
1. Thickness: minimum 1-1/2 inch.
- E. Underlayment: Self-adhering underlayment over entire roof; material as specified.
- F. Accessories and Their Fasteners: Capable of resisting the specified design wind uplift forces and allowing for thermal movement of the roof panel system, not restricting free movement of the roof panel system resulting from thermal forces except at designed points of roof panel fixity.

2.3 ROOF PANEL MATERIALS

- A. Steel Panels: ASTM A 653/A 653M, lock-forming quality, extra smooth, tension-leveled, galvanized/galvannealed steel, minimum spangle.
1. Thickness: 26 gage.
 2. Finish: Fluoropolymer coating; over G90 hot-dipped galvanized coating.
 3. Provide factory applied strippable plastic film for protection during fabrication and installation.

2.4 ROOF INSULATION AND COVER BOARDS

- A. Polyisocyanurate Board Insulation: Closed cell polyisocyanurate foam with black glass reinforced mat laminated to faces, complying with ASTM C 1289 Type I Class 1, with the following additional characteristics:
1. Thickness: As indicated elsewhere.
 2. Compressive Strength: 20 psi (138 kPa) when tested in accordance with ASTM C 1289.
 3. UL-Classified and FM-approved for direct to steel deck applications.
 4. Ozone Depletion Potential: Zero; made without CFC or HCFC blowing agents.
 5. Recycled Content: 19 percent post-consumer and 15 percent post-industrial, average.
 6. Acceptable Product: ISO 95+ GL Polyisocyanurate Insulation by Firestone.
- B. Insulation/Cover Board Fasteners: Type and size as required by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.

2.5 ACCESSORY MATERIALS

- A. Wood Nailers: PS 20 dimensions lumber, Structural Grade No. 2 or better Southern Pine, Douglas Fir; pressure preservative treated.
1. Width: 3-1/2 inches, nominal minimum.
 2. Thickness: Same as thickness of roof insulation.

- B. Self-Adhered Underlayment: Rubberized sheet waterproof membrane complying with ASTM D 1970, self-adhering.
 - 1. Resistance to Direct Exposure: At least 42 days.
 - 2. Minimum High Temperature Resistance: 230 degrees F (110 degrees C).
 - 3. Water Vapor Permeance: 0.1 perm (5.7 ng/(Pa s sq m)), maximum.
 - 4. Provide the following:
 - a. Firestone CLAD-GARD SA with 6" laps.
 - C. Fasteners: In strict accordance with metal roof panel manufacturer's requirements; minimize exposed fasteners.
 - 1. Installation Clips: Manufacturer's standard stainless steel clips for concealed securement of panels.
 - 2. Clip Fasteners: Stainless steel.
 - 3. Fasteners Exposed to Weather: Sealed or with sealed washers on exterior side of covering to waterproof fastener penetration; washer material compatible with screw head; minimum 3/8 inch (9.5 mm) diameter washer for structural connections; gasket portion of fasteners or washers made of EPDM, neoprene, or other equally durable elastomeric material.
 - D. Sheet Metal Components Associated with Metal Roof Panels: Made by same manufacturer and compatible with roof panels; of not less than minimum thickness required by roof panel manufacturer.
 - 1. Exposed metal components of same finish as panels.
 - 2. Color: Same as panels.
 - E. Molded Closure Strips: Non-absorptive closed-cell or solid-cell synthetic rubber or neoprene or polyvinylchloride, or metal pre-molded to match configuration of the covering; configuration to prevent retention of water.
 - F. Prefabricated Pipe Flashings: Formed elastomeric flashing with aluminum-flanged base ring, providing weather tight joint at projections through the roof and allowing thermal movement of the roof and compatible with the service temperature of the penetrating item.
- 2.6 COLOR AND FINISH SCHEDULE
- A. Fluoropolymer Coating: 70 percent full strength Kynar 500/Hylar 5000.
 - 1. Exposed Surface: 1.0 mil plus/minus 0.1 mil total dry film thickness.
 - 2. Concealed Surface: 0.2 to 0.3 mils total dry film thickness.
 - 3. Color: To be matched to Sherwin Williams, Grizzle Gray SW 7068

PART 3 - EXECUTION

3.1 GENERAL

- A. Install roofing, insulation, flashings, and accessories in accordance with roofing manufacturer's published instructions and recommendations for the specified roofing system. Where manufacturer provides no instructions or recommendations, follow good roofing practices and industry standards. Comply with federal, state, and local regulations.
- B. Obtain all relevant instructions and maintain copies at project site for duration of installation period.

- C. Verify that shop drawings prepared by metal roof panel manufacturer have been approved and are available to installers; do not use drawings prepared by architect or owner for installation drawings.
- D. Verify that the specifications and drawing details are workable and not in conflict with the roofing manufacturer's recommendations and instructions; start of work constitutes acceptance of project conditions and requirements.
- E. Do not start work until Pre-Installation Notice has been submitted to manufacturer as notification that this project requires a manufacturer's warranty.
- F. Perform work using competent and properly equipped personnel.
- G. Temporary closures, which ensure that moisture does not damage any completed section of the new roofing system, are the responsibility of the applicator. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition.
- H. Install roofing only when surfaces are clean, dry, smooth and free of snow or ice; do not apply roofing during inclement weather or when ambient conditions will not allow proper application; consult manufacturer for recommended procedures during cold weather. Do not work with sealants and adhesives when material temperature is outside the range of 60 to 80 degrees F.
- I. Protect adjacent construction, property, vehicles, and persons from damage related to roofing work; repair or restore damage caused by roofing work.
 - 1. Protect from spills and overspray from bitumen, adhesives, sealants and coatings.
 - 2. Particularly protect metal, glass, plastic, and painted surfaces from bitumen, adhesives, and sealants within the range of wind-borne overspray.
 - 3. Protect finished areas of the roofing system from roofing related work traffic and traffic by other trades.
- J. Until ready for use, keep materials in their original containers as labeled by the manufacturer.
- K. Consult membrane manufacturer's instructions, container labels, and Material Safety Data Sheets (MSDS) for specific safety instructions. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.

3.2 EXAMINATION

- A. Examine roof deck to determine that it is sufficiently rigid to support installers and their mechanical equipment and that deflection will not strain or rupture roof components or deform deck.
- B. Verify that surfaces and site conditions are ready to receive work. Correct defects in the substrate before commencing with roofing work.
- C. Verify that the substructure installation is in accordance with the approved shop drawings and roof panel manufacturer's requirements that the fasteners are correct for the substrate, and the substrate is installed to accommodate and support the appropriate clip spacing and attachment.
- D. Verify that installed work of other trades that such work is complete to a point where the roofing system installation may commence.
- E. Verify that roof openings, curbs, pipes, sleeves, ducts, vents, and other penetrations through roof substrate are complete and properly located.
- F. In event of discrepancy, notify Bacon Architect in writing; do not proceed with installation until discrepancies have been resolved.

3.3 PREPARATION

- A. Remove existing roof system down to the roof deck including insulation and flashings. Dispose of all materials properly.
 - 1. At penetrations, remove all existing flashings, including lead, asphalt, mastic, etc.
 - 2. At walls, curbs, and other vertical and sloped surfaces, remove loose and unsecured flashings; remove mineral surfaced and coated flashings; remove excessive asphalt to provide a smooth, sound surface for new flashings.
- B. Perform asbestos removal in accordance with federal, state and local regulations and dispose of waste in legal manner.
- C. Replace deteriorated deck components.

3.4 INSULATION INSTALLATION

- A. Install insulation over entire area to be roofed, mechanically fastened as required by roofing manufacturer.
- B. Provide wood nailers at all perimeters of insulation and at other locations where indicated on the drawings, of total height matching the total thickness of insulation being used.
 - 1. Install with 1/8 inch gap between each length and at each change of direction.
 - 2. Mechanically fasten to deck to resist force of 200 lbf per linear foot (35 kN/m).

3.5 UNDERLAYMENT INSTALLATION

- A. Install underlayment in accordance with manufacturer's instructions.
- B. Install self-adhered underlayment over entire roofing surface.

3.6 ROOF PANEL INSTALLATION

- A. Install the metal roof panel system in accordance with the manufacturer's instructions, installation drawings, and approved shop drawings, so that it is weather tight and allows for thermal movement.
- B. Locate and space all fasteners in accordance with roof panel manufacturer's recommendations. For required exposed fasteners, use proper torque settings to obtain controlled uniform compression for a positive seal without rupturing the sealing wash.
- C. Do not place utility penetrations through the panel seams.
- D. Do not allow panels or trim to come into contact with dissimilar materials (i.e. copper, lead, graphite, treated lumber, mortar, etc). Protect from water run-off from these materials.
- E. Perform field cutting of panels and related sheet metal components by means of hand or electric shears. At no time shall a hot/friction saw be used.
- F. Remove protective film immediately after installation.

3.7 FLASHING AND ACCESSORIES INSTALLATION

- A. Install flashings, including laps, splices, joints, bonding, adhesion, and attachment, as required by roof panel manufacturer's recommendations and details.
- B. Install metal trim, accessories, and edgings in locations indicated on the drawings.
 - 1. Follow roofing manufacturer's instructions.
 - 2. Remove protective plastic surface film immediately before installation.

3.8 FIELD QUALITY CONTROL

- A. Inspection by Manufacturer: Provide final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer specifically to inspect installation for warranty purposes (i.e. not a sales person).
- B. Perform all corrections necessary for issuance of warranty.

3.9 ADJUSTING AND CLEANING

- A. Repair panels having minor damage.
- B. Remove panels damaged beyond repair and replace with new panels to match adjacent undamaged panels.
- C. Clean exposed panel surfaces promptly after installation in accordance with recommendations of panel and coating manufacturers.
- D. Clean all contaminants generated by roofing work from building and surrounding areas, including adhesives, sealants, and coatings.
- E. Repair or replace building components and finished surfaces damaged or defaced due to the work of this section; comply with recommendations of manufacturers of components and surfaces.
- F. Remove leftover materials, trash, debris, equipment from project site and surrounding areas.

3.10 PROTECTION

- A. Where construction traffic must continue over finished roof panels, provide durable protection and replace or repair damaged roofing to original condition.

END OF SECTION

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Specifications
Division 1 - Division 16

**GULF DRIVE PASSENGER SHELTER
PROJECT / MCAT**

MANATEE COUNTY PUBLIC WORKS
Transit Division
1108 26th Avenue East
Bradenton, FL 34208
941.747.8621

September, 2015

GULF DRIVE PASSENGER SHELTER PROJECT

FOR

MANATEE COUNTY AREA TRANSIT



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MANATEE COUNTY
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7	7	REVISED

MANATEE COUNTY

PROJECT DATE
Nov 04, 2015

G-001

PROJECT NO.
BG15-01

PLANS



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RICHARD S. BACON, F.A.A.
ARCHITECT

BRADENTON, FLORIDA 34208
1108 26th AVENUE EAST
WORKS DEPARTMENT, MCAT

MANATEE COUNTY GOVERNMENT PUBLIC
GULF BEACH SHELTERS

SHELTER ELEVATION

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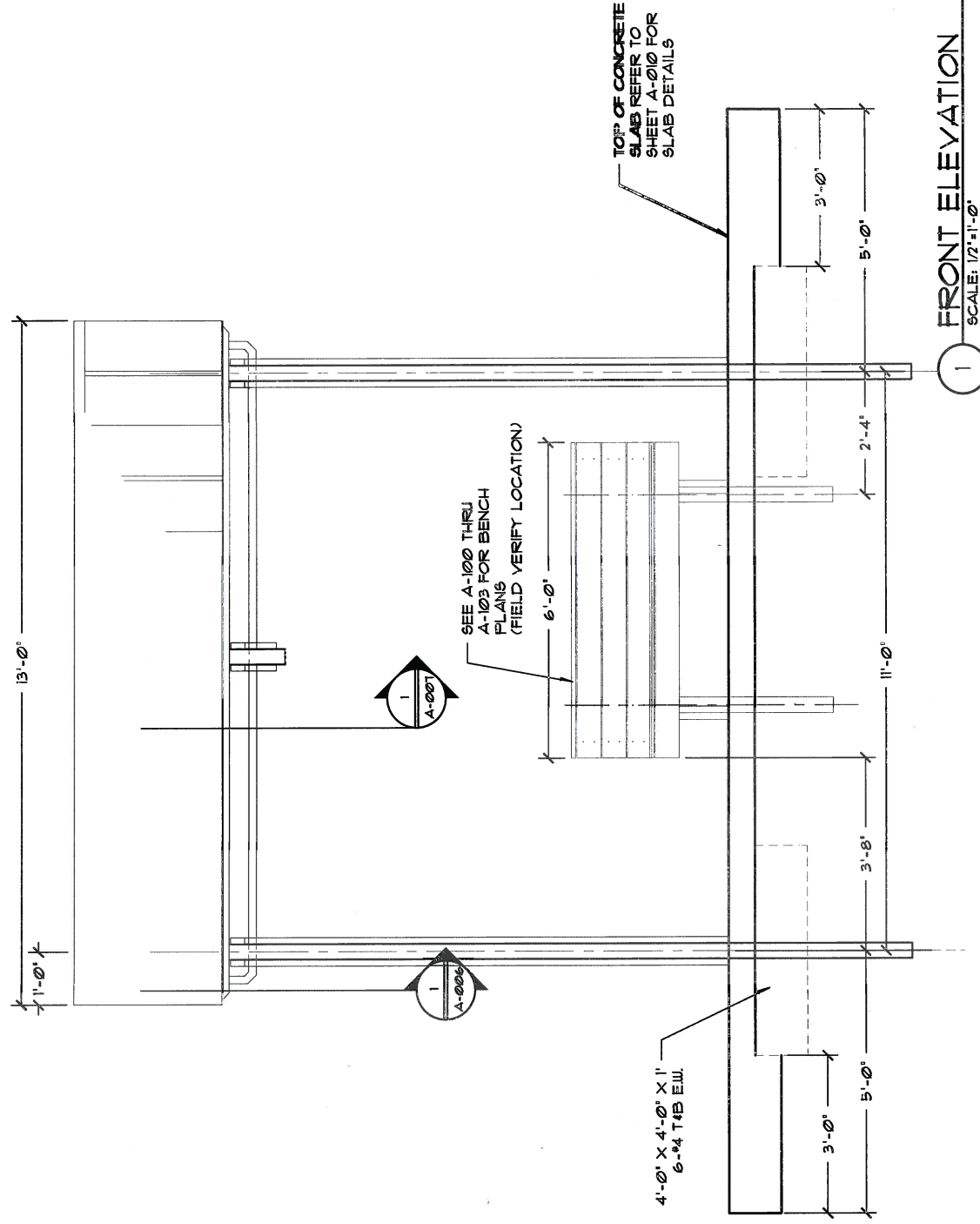
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PROJECT NO.

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BG15-01



FRONT ELEVATION
SCALE: 1/2"=1'-0"



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CONTRACT NO. 14-001
 PROJECT NO. 14-001
 SHEET NO. 14-001



RICHARD'S BACON, F.A.
 ARCHITECT

MANATEE COUNTY GOVERNMENT PUBLIC
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 GULF BEACH SHELTERS
 1108 26th AVENUE EAST
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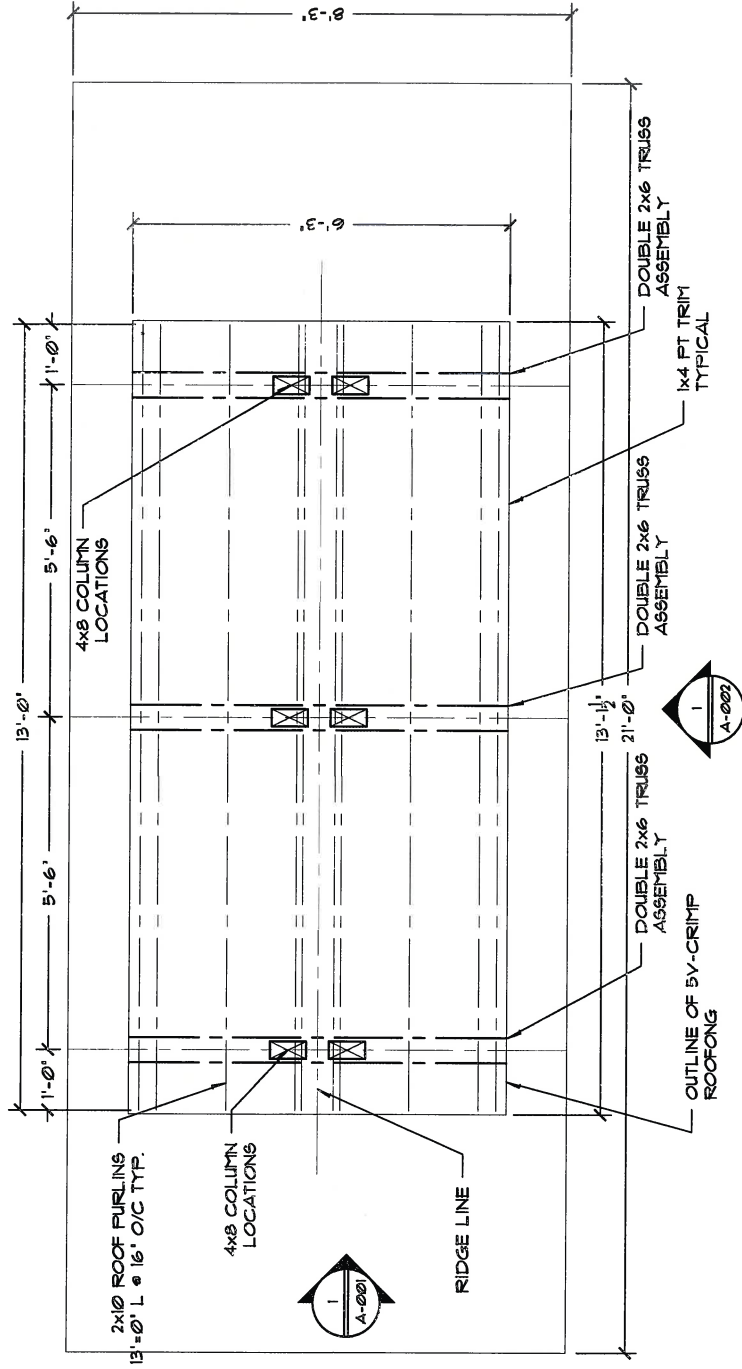
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1 ROOF FRAME PLAN

SCALE: 1/2"=1'-0"





1 ENLARGED TRUSS VIEW
SCALE: 1-1/2"=1'-0"



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BRADENTON, FLORIDA 34208

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ALL NOTED

SHELTER DETAIL
GULF BEACH SHELTERS
MANATEE COUNTY GOVERNMENT PUBLIC
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1108 26th AVENUE EAST
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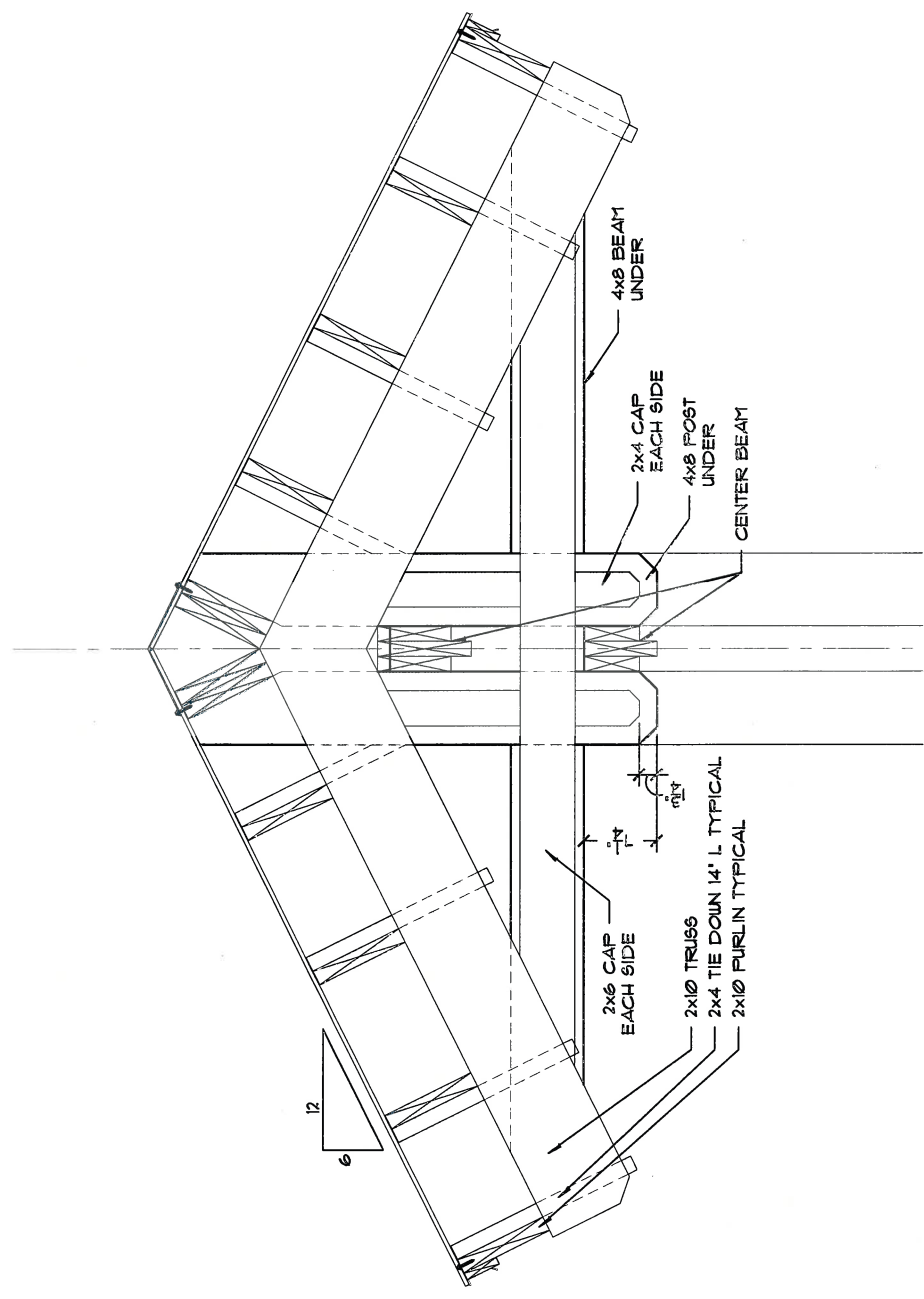
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CENTER TRUSS ELEVATION

SCALE: 1/4"=1'-0"

1



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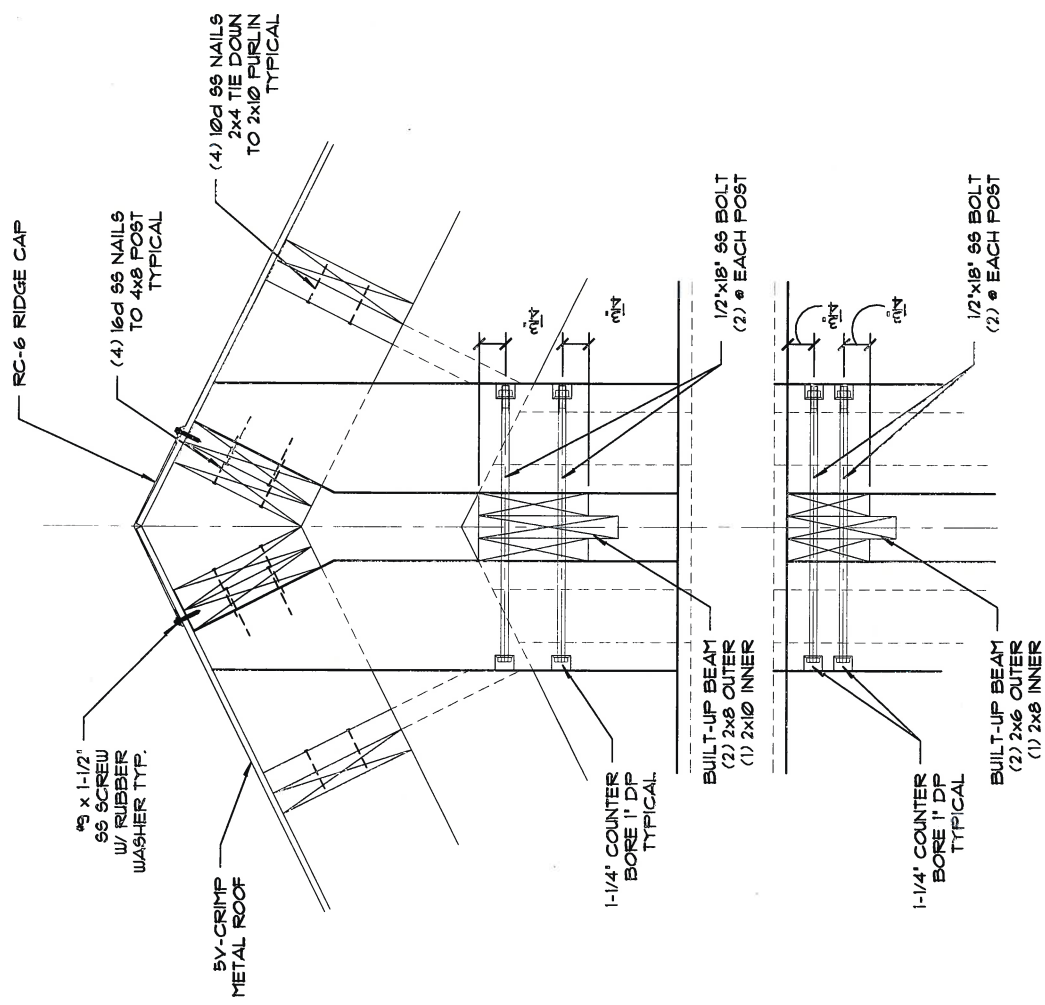
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A-007
PROJECT NO.
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1 RIDGE DETAIL
SCALE: 1-1/2" = 1'-0"



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PROJECT
CULT BEACH SHELTERS

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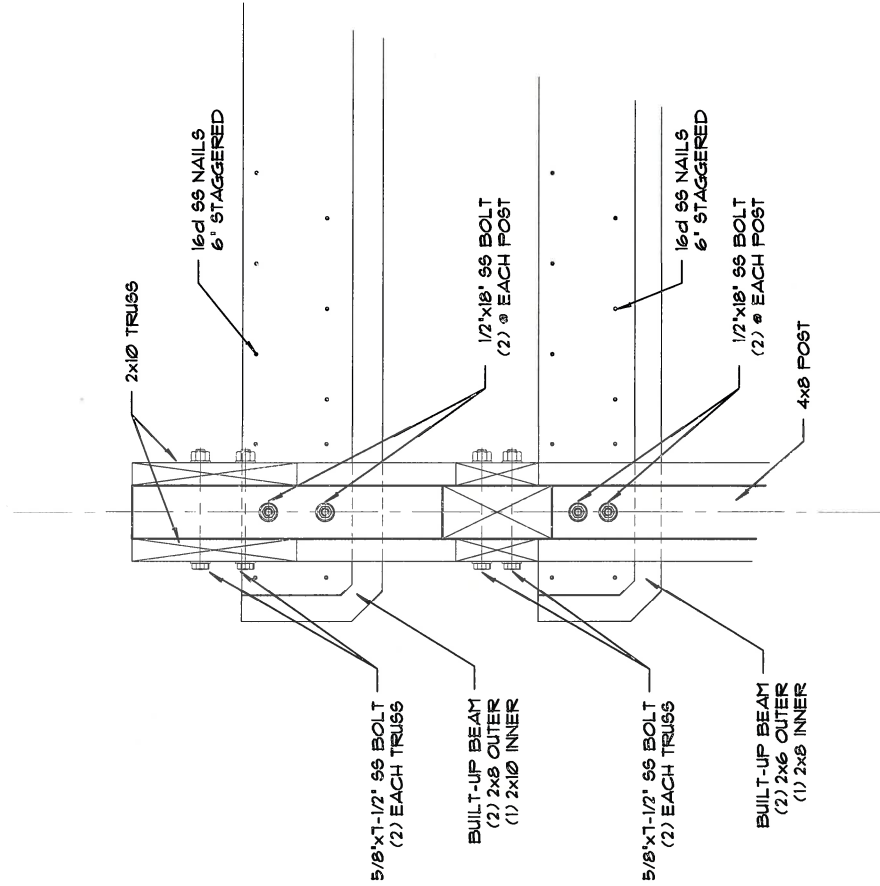
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1 CENTER BEAM DETAIL

SCALE: 1-1/2"=1'-0"



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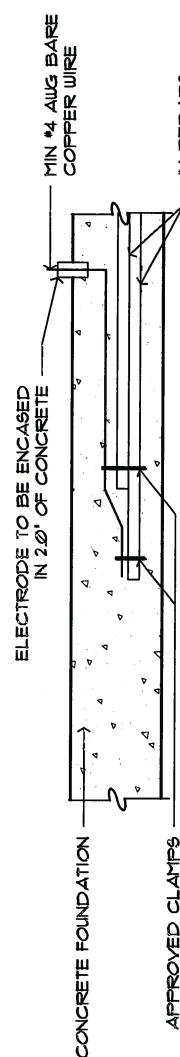
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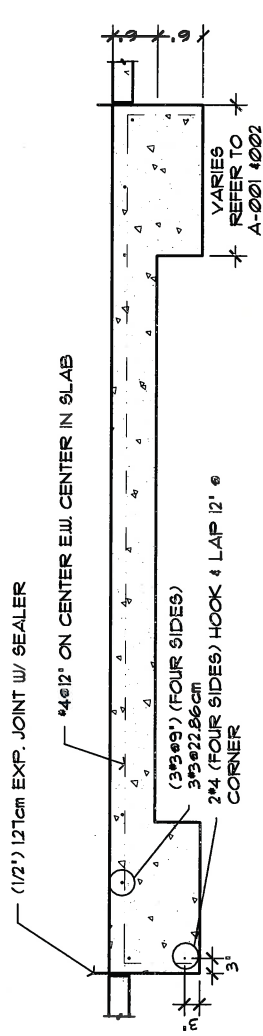
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NOTE:
1) DETAIL FOR FOUNDATION LESS THAN 20' IN LENGTH



TYPICAL SECTION

- NOTES:
- DESIGN PER FLA. BLDG. CODE B44 ADDITION (2014)
 - BASIC WIND SPEED = 139 MPH ULT. WEST OF INTRACOASTAL EXPOSURE C
 - 131 MPH ULT. EAST OF INTRACOASTAL EXPOSURE B CONC. TO BE 3000 PSI MIN.
 - WELDED STEEL WIRE FABRIC PER ASTM A185 USE FLAT SHEETS NOT ROLLS, LAP 2 SPACES @ JOINT
 - WEDGE ANCHORS TO BE 5" SS. OR 10" 'J' BOLT SHALL BE USED. 3/4"

1 TYPICAL SLAB SECTION

SCALE: 3/4"=1'-0"



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SHELTER DETAIL
PROJECT: GULF BEACH SHELTERS
OWNER: MANATEE COUNTY GOVERNMENT PUBLIC
WORKS DEPARTMENT, MCAT
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BRADENTON, FLORIDA 34208

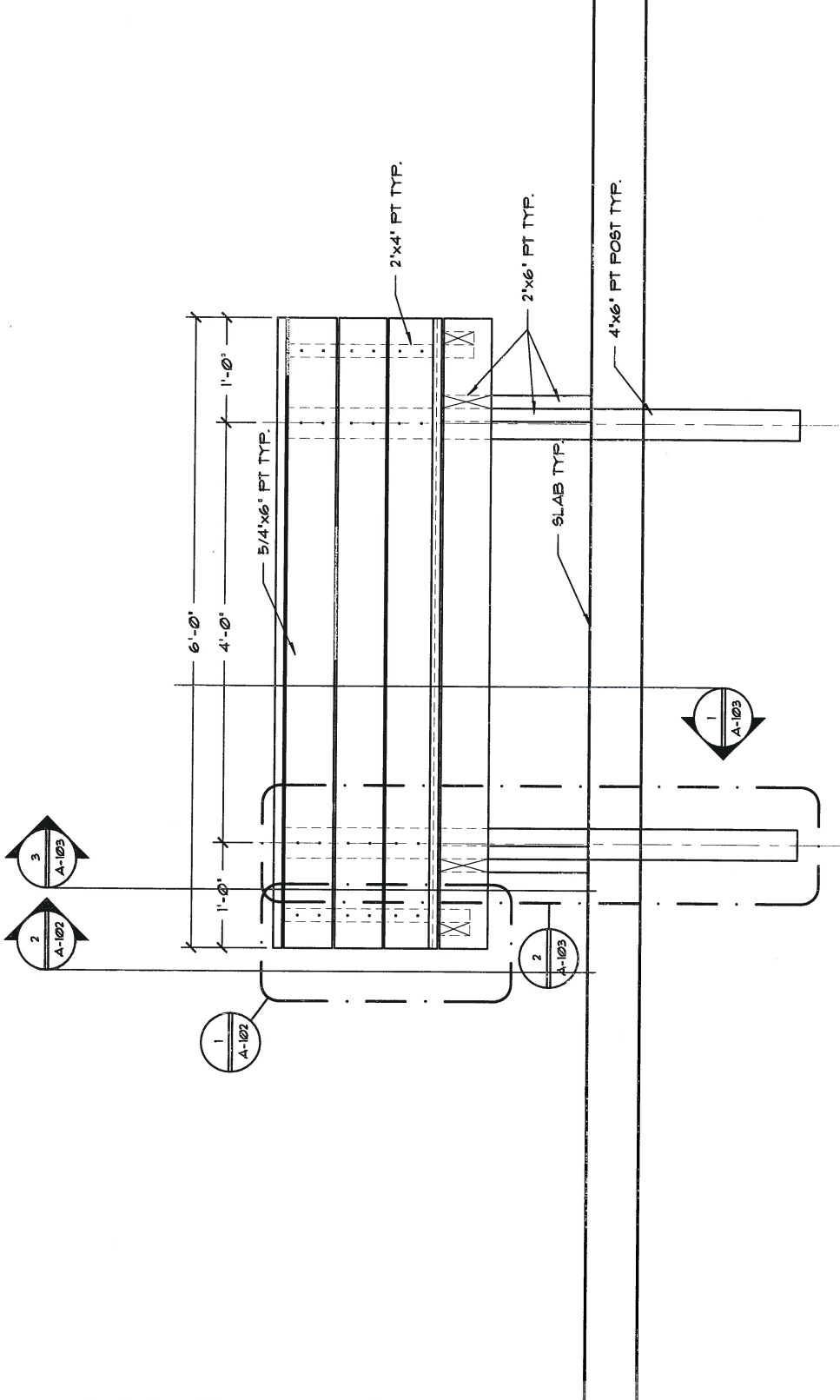
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DATE: 11/04/2015

PROJECT: BG15-01



**FRONT
ELEVATION OF BENCH**
1
SCALE: 1"=1'-0"

SHELTER DETAIL

RICHARD S. BACON, FAJA
AR #0011916

MANATEE COUNTY GOVERNMENT PUBLIC WORKS DEPARTMENT, MCAT
108 26th AVENUE EAST
PLACENTIA, FLORIDA 34409

1	7				
2	9	100%	100%	100%	100%
3	5	100%	100%	100%	100%
4	4	100%	100%	100%	100%
5	3	100%	100%	100%	100%
6	2	100%	100%	100%	100%
7	1	100%	100%	100%	100%
8		100%	100%	100%	100%

DATE: _____

MKA

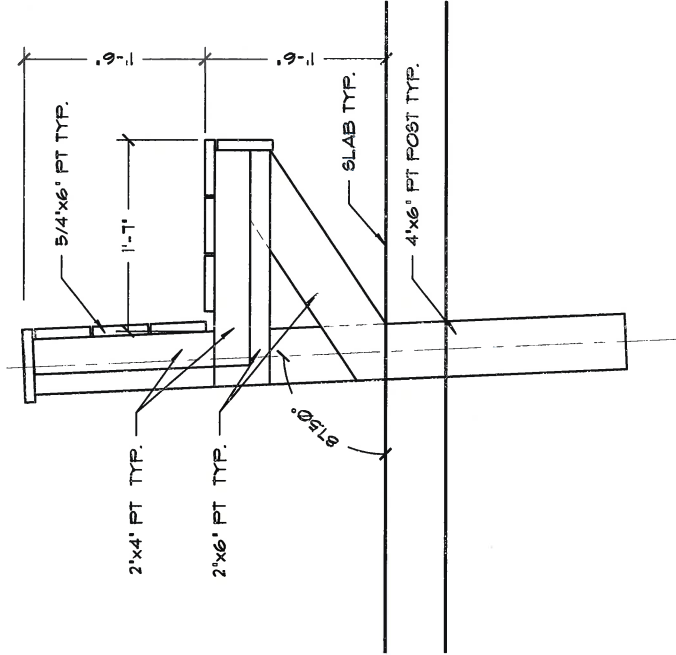
PRINTED DATE: Nov 04, 2015

DATE

A-101

2

BG15-01



SIDE ELEVATION OF BENCH

SCALE: 1"=1'-0"



BACON GROUP INC.
ARCHITECTURE
2441 SUNSET POINT ROAD
SUITE 100
DADE CITY, FL 34724
TEL: 813.727.2011
FAX: 813.727.2011
WWW.BACONGROUP.COM

CONTRACT NO. 14-0001
PROJECT NO. 14-0001
SHEET NO. 14-0001
DATE: 11/04/2015



MANATEE COUNTY
FLORIDA
WORKS DEPARTMENT, MCAT
1108 26th AVENUE EAST
BRADENTON, FLORIDA 34208

RICHARD S. BACON, FAIA
ARCHITECT

SHELTER DETAIL

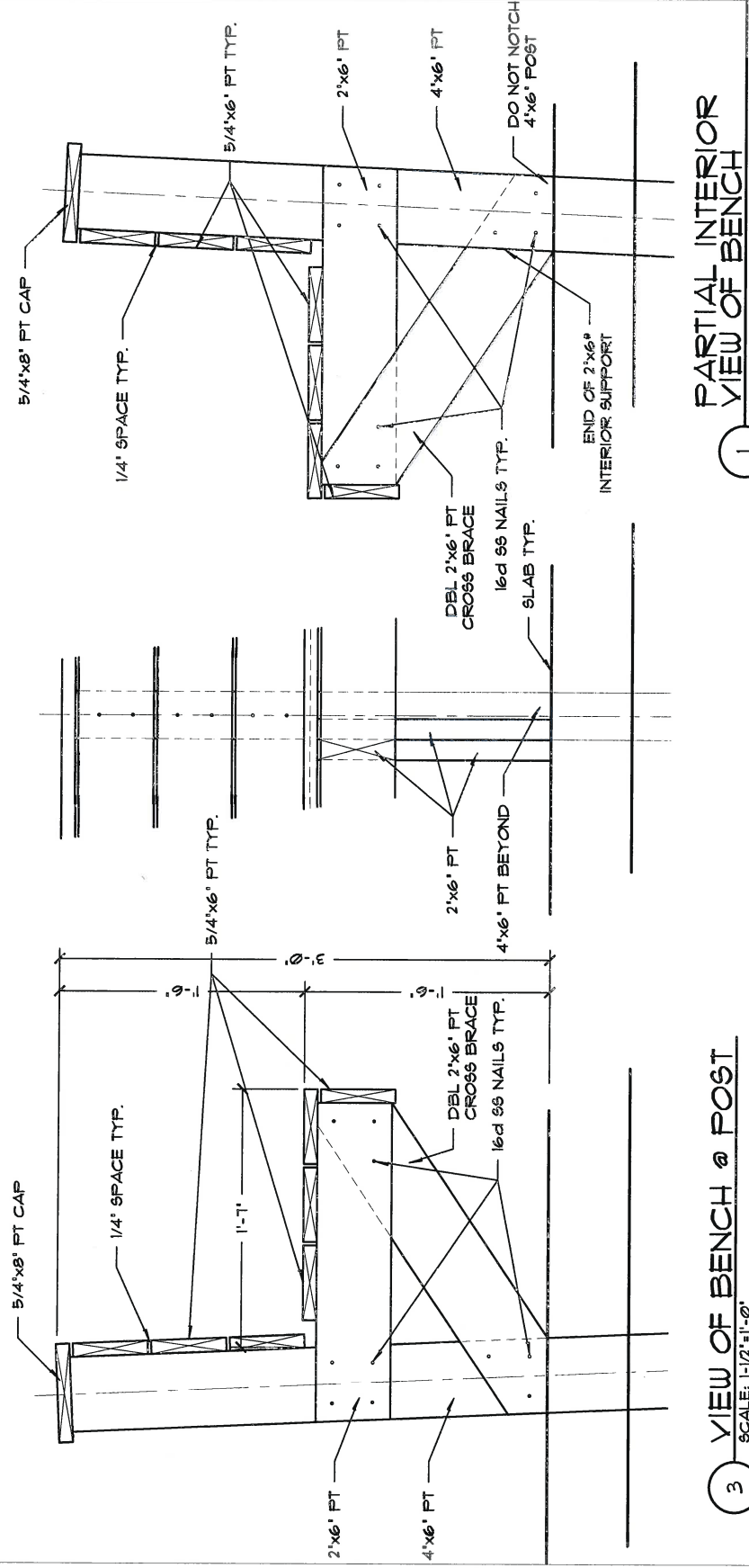
NO. 1	1	2	3	4	5	6	7
REVISION	1	2	3	4	5	6	7

DATE	11/04/2015
BY	11/04/2015
CHECKED	11/04/2015
APPROVED	11/04/2015

MANATEE COUNTY
NOV 04, 2015

A-103

BG15-01



SECTION E

INSURANCE AND BONDING REQUIREMENTS

The successful bidder will not commence Work under the resulting Agreement until all insurance under this section, and such insurance coverage as might be required by Owner, has been obtained. The successful bidder shall obtain, and submit to the Purchasing Division within ten (10) calendar days from the date of notice of intent to award, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Automobile Liability:	Bodily Injury and Property Damage, Owned/Non-Owned/Hired; Automobile included \$ <u>1,000,000</u> each occurrence <i>This policy shall contain severability of interests' provisions.</i>
2. <input checked="" type="checkbox"/> Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	Bodily Injury and Property Damage \$ <u>1,000,000</u> single limit per occurrence; \$ <u>2,000,000</u> aggregate This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. <i>This policy shall contain severability of interests' provisions.</i>
3. <input checked="" type="checkbox"/> Employer's Liability:	\$ <u>100,000</u> single limit per occurrence
4. <input checked="" type="checkbox"/> Worker's Compensation:	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements
5. <input checked="" type="checkbox"/> Other Insurance, as noted:	<p>a. <input type="checkbox"/> Aircraft Liability \$ _____ per occurrence Coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the services under this Agreement.</p> <p>b. <input type="checkbox"/> Installation Floater \$ _____ If the resulting Agreement does not include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, successful bidder 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).</p> <p>c. <input type="checkbox"/> Maritime Coverage (Jones Act) \$ _____ per occurrence Coverage shall be maintained where applicable to the</p>

Insurance / Bond Type	Required Limits
	completion of the Work.
	<p>d. <input type="checkbox"/> Pollution \$ _____ per occurrence</p> <p>e. <input type="checkbox"/> Professional Liability \$ _____ per claim and in the aggregate</p> <ul style="list-style-type: none"> • \$1,000,000 per claim and in the aggregate • \$2,000,000 per claim and in the aggregate <p>f. <input type="checkbox"/> Project Professional Liability \$ _____ per occurrence</p> <p>g. <input checked="" type="checkbox"/> Property Insurance <u>In a policy amount equal to the amount of each structure, estimated at \$ 14,000 per 20 structures.</u> If the resulting Agreement includes construction of or additions to above ground buildings or structures, bidder 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). <i>To the extent that property damage is covered by commercial insurance, Owner and successful bidder agree to waive all subrogation rights against each other, except such rights as they may have to the proceeds of such insurance. Successful bidder shall require a similar waiver of subrogation from each of its bidder personnel and sub-consultants, to include Special Consultants; successful bidder shall provide satisfactory written confirmation to Owner of these additional waivers.</i> </p> <p>h. <input type="checkbox"/> U.S. Longshoreman's and Harborworker's Act Coverage shall be maintained where applicable to the completion of the Work.</p> <p>i. <input type="checkbox"/> Valuable Papers Insurance \$ _____ per occurrence</p> <p>j. <input type="checkbox"/> Watercraft \$ _____ per occurrence</p>
6. <input type="checkbox"/> Bid Bond:	Bid bond shall be submitted by bidder for 5% of the total amount of the bid.
7. <input type="checkbox"/> Payment and Performance Bond:	Payment and Performance Bond shall be submitted by bidder for 100% of the award amount. \$ _____

Reviewed by Risk: Shirley D. Reasing

INSURANCE REQUIREMENTS

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in this Exhibit, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If successful bidder has any self-insured retentions or deductibles under any of the listed minimum required coverage, successful bidder must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be successful bidder's sole responsibility.

Nothing herein shall in any manner create any liability of Owner in connection with any claim against the successful bidder for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the successful bidder or successful bidder's sureties to Owner or to any workers, suppliers, material men or employees in relation to the resulting Agreement.

Builder's Risk Coverage. The successful bidder shall procure and maintain during the entire course of the Work a builder's risk policy, completed value form, insured to provide coverage on an all risk basis, including coverage for off-site stored materials and including coverage for theft. This coverage shall not be lapsed or cancelled because of partial Acceptance by the Owner prior to final Acceptance of the Project. Successful bidder shall recommend to Owner any additions to the Project Costs resulting from any casualty described in Article XII General Conditions of the Construction Agreement, including those costs, expenses and other charges (including normal and ordinary compensation to the successful bidder) necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. The nature, level and type of builder's risk coverage (including completed value or replacement cost coverage) shall be determined by Owner through insurers selected by successful bidder and approved by Owner.

Excess Policy or Umbrella. An excess policy or umbrella may be used to cover limits over and above Commercial General Liability.

Subcontractor's Public Liability and Property Damage Insurance. The successful bidder shall require each Subcontractor to procure and maintain during the term of the subcontract, insurance of the type specified above, or insure the activities of Subcontractors in its policy, as approved by Owner prior to performance of any services. The levels of coverage as set forth in the table above may be adjusted to require a reduced level of coverage consistent with the scope of Work to be provided by that particular Subcontractor. Any reduction in the levels of insurance coverage required by the successful bidder's standard form of subcontract shall be approved by the Owner.

Waiver of Subrogation. Owner and successful bidder waive against each other and the Owner's separate Vendors, Contractors, Design Consultants, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The successful bidder and Owner shall, where appropriate, require similar waivers of subrogation from the Owner's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Worker's Compensation Insurance. The successful bidder shall procure and maintain during the term of the Contract Documents, workers' compensation insurance for all its employees connected with the Work and shall require all Subcontractors similarly to provide workers' compensation insurance for all their employees unless such employees are covered by the protection afforded by successful bidder. Such insurance shall comply with the Florida Workers' Compensation Law. The successful bidder shall provide adequate insurance, satisfactory to Owner, for the protection of employees not otherwise protected.

By way of its submission of a bid hereto, bidder:

- a. Represents that bidder maintains, and will maintain during the term of any Agreement arising from this solicitation, all insurance coverage required herein from responsible companies duly authorized to do business under the laws of the State of Florida that hold a rating of "A-" or better by Best's Key Guide, latest edition, and are deemed acceptable to Owner as set forth in this solicitation.
- b. Agrees that insurance, as specified herein, shall remain in force and effect without interruption from the date of commencement of the Work throughout the duration of the Project, and shall remain in effect for at least two (2) years after the termination of the Contract Documents.
- c. Agrees that if the initial or any subsequently issued certificate of insurance expires prior to completion of the Work, successful bidder shall furnish to Owner renewal or replacement certificate(s) of insurance no later than ten (10) calendar days after the expiration date on the certificate. Failure of successful bidder to provide Owner with such renewal certificate(s) shall be considered justification for Owner to terminate any and all Agreements.
- d. Agrees that bidder and/or its insurance carrier shall provide thirty (30) days written notice to Owner of policy cancellation or non-renewal on the part of the insurance carrier or the successful bidder. Successful bidder shall also notify Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by successful bidder from its insurer and nothing contained herein shall relieve successful bidder of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by successful bidder hereunder, successful bidder shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- e. Agrees that failure of successful bidder to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the resulting Agreement, which may result in immediate termination.
- f. Agrees that, should at any time the successful bidder not maintain the insurance coverage(s) required herein, Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge successful bidder for such coverage(s) purchased. If successful bidder fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due successful bidder under this Agreement or any other agreement between Owner and successful bidder. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance companies used. The decision of Owner to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- g. Agrees to provide, upon request, the entire and complete insurance policies required herein.

- h. The payment of deductibles for insurance required of the successful bidder by the Contract Documents shall be the sole responsibility of the successful bidder.

Certificate of Insurance Requirements:

- a. Certificates of insurance in duplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number and title of the Project, and must read: For any and all work performed on behalf of Manatee County.
- b. **Additional Insured:** The Automobile Liability and Commercial General Liability policies provided by the successful bidder to meet the requirements of this IFB shall name Manatee County, Board of County Commissioners, as an additional insured as to the operations of the successful bidder under this IFB and shall contain severability of interests provisions.
- c. In order for the certificate of insurance to be accepted it **must** comply with the following:
1. The "Certificate Holder" shall be:
**Manatee County
Board of County Commissioners
Bradenton, FL
IFB# 16-0138OV Gulf Drive Passenger Shelter Project for Manatee County Area
Transit / Construction and Installation of Passenger Shelters on Anna Maria
Island, Bradenton Beach, and Holmes Beach located in Manatee County, FL
For any and all work performed on behalf of Manatee County.**
 2. Certificate shall be mailed to:
**Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attn: Olga Valcich, CPPB, Contract Specialist**

BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a bid to this IFB, the bidder agrees should the bidder's bid be accepted, **to execute the form of Agreement and present the same to Manatee County for approval within ten (10) calendar days after notice of intent to award.** The bidder further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to Manatee County and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed bid in the amount of five (5%) percent of the total amount of the bid. The bidder further agrees that in case the bidder fails to enter into an Agreement, as prescribed by Manatee County, the bid bond/certified check accompanying the bid shall be forfeited to Manatee County as agreed liquidated damages. If Owner enters into an Agreement with a bidder, or if Owner rejects any and/or all bids, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing Work, the successful bidder shall obtain, for the benefit of and directed to Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the successful bidder of its obligation under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the successful bidder to provide the Payment and Performance Bond shall be approved by Owner prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in successful bidder being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Surety of such bonds shall be in an amount equal to 100% of the Contract Price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to Owner. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to Manatee County, a political subdivision of the State of Florida, **within ten (10) calendar days after notice of intent to award.**

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

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with Owner. Said Payment and Performance Bonds will remain in force for the duration of the Agreement with the premiums paid by the successful bidder. Failure of the successful bidder to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. Owner may then contract with the next lowest, responsive and responsible bidder or re-advertise this IFB. If another bidder is accepted, and notice given within ninety (90) days after the opening of the bids, this Acceptance shall bind the bidder as though they were originally the successful bidder.

Failure of Owner at any time to require performance by the successful bidder of any provisions set out in the resulting Agreement will in no way affect the right of Owner, thereafter, to enforce those provisions.

BIDDER'S INSURANCE STATEMENT

THE UNDERSIGNED hereto have read and understand the aforementioned insurance requirements of this IFB and note that the evidence of insurability shall be required within ten (10) days from the date of notice of intent to award.

Bidder Name: _____ Date: _____

Bidder's Signature: _____

Print Name: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Please return this completed and signed statement with your bid.

**ATTACHMENT A
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 IFB No. #16-0138OV
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 (Description)	Units of Measure (LF, SY)	Unit Quantity	Unit Cost	Extended Cost
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 _____, 2013.

(Impress official seal)

Notary Public, State of Florida: _____

My commission expires: _____

ATTACHMENT B
CONTRACTOR'S QUESTIONNAIRE
(Submit in Triplicate)

The Bidder 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/QUOTE.

1. LICENSE #: _____
RECEIPT DATE OF LICENSE—MM/DD/YR _____
License Issued to _____
COMPANY'S NAME: _____

CO. PHYSICAL ADDRESS _____

CITY _____
_____ STATE of INCORPORATION, IF APPLICABLE) _____ (ZIP CODE) _____
(_____) _____ TELEPHONE NUMBER: (_____) _____ FAX _____
EMAIL ADDRESS: _____
 2. Bidding 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? _____ Is this firm in bankruptcy? _____
Has license ever been suspended, revoked, removed or under investigation?

- BIDDER: _____

5. Describe and give the date and Owner of the last three government or private work of similar scope 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. Provide the Budget, Actual Cost, Size and Summary of Work for each project. "Attach additional pages as necessary".

6. Have you ever failed to complete work awarded to you? Or provide projects not completed within Contract time. If so, state when, where (Contact name, address, phone number) and why?

7. 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:

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

1.

2.

3.

BIDDER:

IFB#16-0138OV, Gulf Drive Passenger Shelter Project for MCAT

9. If any, list (with Contract amount) WBE/MBE to be utilized: (Additional sheet may be added as required)

10. Are Subcontractors associated with this bid? If yes, list all subcontractors associated with this bid. (Additional sheet may be added as required).

11. What equipment do you own to accomplish this Work? (Additional sheet may be added as required).

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

13. What equipment do you own to accomplish this Work? (Additional sheet may be added as required).

BIDDER: _____

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

15. 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: _____

BIDDER: _____

ATTACHMENT C
Drug Free Work Place Certification

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 Owner Board of Owner 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 Owner contract for public improvements, procurement of goods or services (including professional services) or a Owner lease, franchise, concession or management agreement, or shall receive a grant of Owner monies unless such person or entity has submitted a written certification to the Owner that it will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by § 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

(i) the dangers of drug abuse in the work place;

(ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;

(iii) any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

(i) abide by the terms of the statement; and

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

(4) Notifying the Owner within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE OWNER 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 OWNER ADMINISTRATOR DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7)(B).

Signature _____

STATE OF FLORIDA
OWNER OF _____

Sworn to and subscribed before me this ___ day of _____, 200___ by _____

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

[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.

ATTACHMENT D
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

**SWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE OWNER 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 Owner Board of Owner 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 Owner contract for public improvements, procurement of goods or services (including professional services) or a Owner lease, franchise, concession or management agreement, or shall receive a grant of Owner monies unless such person or entity has submitted a written certification to the Owner that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee Owner, 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 Owner'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 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.

(Cont'd.)

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE OWNER 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 OWNER ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

[Signature]

STATE OF FLORIDA
OWNER OF _____

Sworn to and subscribed before me this ____ day of _____, 2013 by _____

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

[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.

ATTACHMENT E
DEFINITIONS
(For Construction Release Orders as a Stipulated Unit Cost Contract)

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

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 Owner Code of Laws.

Bid Bonds - An Insurance agreement accompanied by a monetary commitment, by which a third party (the Surety) accepts liability and guarantees that the Bidder will not withdraw its Bid.

Blanket Purchase Order - Agreement which specifies the term duration and references the Specifications to be utilized for the release orders.

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).

Drawings - The drawings which show the character and scope of the 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 Blanket Purchase Order - The date indicated in the body of the Blanket Purchase Order on which it becomes effective. (date of execution).

Emergencies – In emergencies affecting the safety or protection of persons or the work on property at the site or adjacent thereto, contractor without special instruction or authorization from 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 awarded Blanket Release Order have been caused thereby. If Owner determines that a change is required.

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.

Information (Pre-Bid / Pre-Quote Conference) – A meeting held by the Purchasing Division with potential Bidders prior to the opening of the solicitation for the purpose of answering questions, clarifying requirements and responding to general issues in order to establish a common basis for understanding the requirements of the solicitation. This may result in the issuance of an Addendum.

Notice of Award - The written notice to the successful bidder stating Award has been approved by the Board of Owner Commissioners; or by the Purchasing Official in accordance with Manatee Owner Purchasing Code of Law, Chapter 2-26, Manatee Owner 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 Owner 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 Owner, Florida, Board of Owner Commissioners.

Payment Bond – An instrument issued by a Surety that guarantees that Subcontractors will be paid for labor expended on the Blanket Purchase Order.

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 fees and inspection fees necessary for the prosecution of the Work.

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 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 Owner, 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.

Successful Bidder - The lowest qualified, responsible and responsive bidder to whom an award is made.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman 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.

END OF SECTION



Angelina M. Colonnese

CLERK OF THE CIRCUIT COURT AND COMPTROLLER OF MANATEE COUNTY

1115 Manatee Avenue West, Bradenton, Florida 34205 - Phone (941) 749-1800 – Fax (941) 741-4082
P.O. Box 25400, Bradenton, Florida 34206 - www.manateeclerk.com

Attachment F

E-Payables

E PAYABLES APPLICATION

Company name_____

Contact person_____

Phone number_____

Email Address_____

FINANCE USE ONLY

Open orders: YES or NO

PEID _____

CREATE DATE _____

CONFIRMED WITH _____

Name and phone number

IFAS _____

BANK _____

INITIALS _____

Return completed form to:

Via email to: lori.bryan@manateeclerk.com

Via fax to: (941) 741-4011

Via mail:

PO Box 1000

Bradenton, FL 34206

Revised: September 30, 2015

“Pride in Service with a Vision to the Future”

Clerk of the Circuit Court – Clerk of Board of County Commissioners – County Comptroller – Auditor and Recorder

Attachment F

E-Payables

General Decision Number: FL160024 01/08/2016 FL24

Superseded General Decision Number: FL20150024

State: Florida

Construction Type: Building

County: Manatee County in Florida.

Attachment G
Davis-Bacon Wage Determination Act
for Prevailing Wages, Decision Number
FL160024 / 01/08/2016 FL24

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* ELEC0915-002 12/01/2014

	Rates	Fringes
ELECTRICIAN		
Building Electrical		
Contracts over \$200,000.		
Excludes all Educational,		
Theme Park, and Hospital		
Facilities.....	\$ 23.76	16%+\$4.65
Building Electrical		
Contracts under \$200,000		
and all work at		
Educational, Theme Park,		
Hospital Facilities.....	\$ 20.99	16%+\$4.13

 ENGI0925-003 06/01/2013

	Rates	Fringes
OPERATOR: Crane		
Crawler Cranes; Truck		
Cranes; Pile Driver		
Cranes; Rough Terrain		
Cranes; and Any Crane not		
otherwise described below...	\$ 29.61	11.50
Hydraulic Cranes Rated 100		
Tons or Above but Less		
Than 250 Tons; and Lattice		
Boom Cranes Less Than 150		

Tons if not described below.	\$ 30.61	11.50
Lattice Boom Cranes Rated at 150 Tons or Above; Friction Cranes of Any Size; Mobile Tower Cranes or Luffing Boom Cranes of Any Size; Electric Tower Cranes; Hydraulic Cranes Rated at 250 Tons or Above; and Any Crane Equipped with 300 Foot or More of Any Boom Combination.....	\$ 31.61	11.50
OPERATOR: Mechanic.....	\$ 29.61	11.50
OPERATOR: Oiler.....	\$ 22.91	11.50
OPERATOR: Boom Truck.....	\$ 29.61	11.50

IRON0397-001 02/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 28.25	13.49

PLUM0123-001 05/01/2014

	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation).....	\$ 23.65	13.24

SHEE0015-002 07/01/2013

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 20.26	13.73

SUFL2009-020 05/22/2009

	Rates	Fringes
BRICKLAYER.....	\$ 18.95	0.00
CARPENTER, Includes Form Work....	\$ 15.89	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.05	1.49
INSULATOR - PIPE & PIPEWRAPPER...	\$ 13.13	3.03
LABORER: Asphalt Shoveler.....	\$ 7.88	0.00
LABORER: Common or General.....	\$ 9.42	0.00
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 12.63	0.00
LABORER: Mason Tender - Brick...	\$ 13.00	0.00
LABORER: Mason Tender -		

Cement/Concrete.....\$ 12.83	1.90
LABORER: Pipelayer.....\$ 12.31	1.19
LABORER: Roof Tearoff.....\$ 8.44	0.00
LABORER: Landscape and Irrigation.....\$ 12.00	0.00
OPERATOR: Asphalt Spreader.....\$ 11.41	0.00
OPERATOR: Backhoe.....\$ 11.00	0.00
OPERATOR: Bulldozer.....\$ 15.01	0.00
OPERATOR: Distributor.....\$ 12.37	0.00
OPERATOR: Forklift.....\$ 14.00	0.00
OPERATOR: Grader/Blade.....\$ 13.73	0.00
OPERATOR: Loader.....\$ 13.80	1.79
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 11.69	0.00
OPERATOR: Pump.....\$ 19.00	0.00
OPERATOR: Roller.....\$ 10.68	0.00
OPERATOR: Screed.....\$ 11.34	0.00
OPERATOR: Tractor.....\$ 9.91	0.00
OPERATOR: Trencher.....\$ 11.75	0.00
PAINTER: Brush, Roller and Spray.....\$ 14.00	0.43
PIPEFITTER, Excludes HVAC Pipe Installation.....\$ 17.83	0.00
PLUMBER.....\$ 13.58	0.00
ROOFER (Installation of Metal Roofs Only).....\$ 14.26	0.59
ROOFER, Includes Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply, Slate, & Tile Roofs (Excludes Installation of Metal Roofs).....\$ 14.00	0.43
SHEET METAL WORKER, Excludes HVAC Duct Installation.....\$ 18.79	3.21
TILE SETTER.....\$ 14.61	0.00
TRUCK DRIVER: Dump Truck.....\$ 10.00	0.00

TRUCK DRIVER: Lowboy Truck.....\$ 12.09 0.00

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007

in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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.

=====
END OF GENERAL DECISION

Attachment G

**Davis-Bacon Wage Determination Act
or Prevailing Wages, Decision Number
FL160024 / 01/08/2016 FL24**

FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

THIS PURCHASE UTILIZES FEDERAL TRANSIT ADMINISTRATION GRANT FUNDS AND THE FOLLOWING FTA CLAUSES ARE APPLICABLE TO THIS PURCHASE.

BY ACCEPTING THIS PURCHASE ORDER, THE VENDOR AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH IN THE FOLLOWING FTA REQUIREMENTS.

FTA CLAUSE #19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

The Purchaser 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 Purchaser, 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 subcontract 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.

FTA CLAUSE #20. 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

Program Fraud and False or Fraudulent Statements or Related Acts.

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

(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.

FTA CLAUSE #11. ACCESS TO RECORDS AND REPORTS

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

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA 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.R. 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 sub-grantee 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 representatives, 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. 5302(a)1, which is receiving federal financial assistance through the programs described 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.

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 sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, 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 sub-grantee 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 years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case 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).

FTA CLAUSE #12. FEDERAL CHANGES

49 CFR Part 18

Federal Changes - 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 Purchaser 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.

FTA CLAUSE #24. 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.

Civil Rights - The following requirements apply to the underlying contract:

(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. Parts 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.

(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.

FTA CLAUSE #28. DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26

Disadvantaged Business Enterprises

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 (DBE) is 10%. The agency's overall goal for DBE participation is 1 %. A separate contract goal of **4 % DBE participation** has been established for this procurement.

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 such other remedy as Manatee County deems appropriate. Each subcontract the contractor signs

with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

FTA CLAUSE #6. ENERGY CONSERVATION REQUIREMENTS 42 U.S.C. 6321 et seq. 49 CFR Part 18

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.

FTA CLAUSE #30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA Circular 4220.1E or subsequent revisions

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

FTA CLAUSE #21. TERMINATION 49 U.S.C. Part 18 FTA Circular 4220.1E or subsequent revisions

a. Termination for Convenience (General Provision) The (Recipient) 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 (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

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

If Contractor fails to remedy to (Recipient)'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 (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

e. Termination for Convenience (Professional or Transit Service Contracts)

The (Recipient), 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 Recipient 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, Manatee County may terminate this contract for default. Manatee 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.

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, Manatee County may terminate this contract for default. Manatee 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 set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of Manatee County, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and Manatee 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 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 Manatee County.

FTA CLAUSE #22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Suspension and Debarment

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 29, 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 Manatee County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Manatee 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.

**FTA CLAUSE #2. BUY AMERICA REQUIREMENTS
49 U.S.C. 5323(j) 49 CFR Part 661**

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless 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)(C) 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 (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**FTA CLAUSE #25. BREACHES AND DISPUTE RESOLUTION
49 CFR Part 18 FTA Circular 4220.1E or subsequent revisions**

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Manatee County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Manatee County is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Manatee County, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

FTA CLAUSE #10. LOBBYING
31 U.S.C. 1352 49 CFR Part 19 49 CFR Part 20

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 contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

FTA CLAUSE #14. CLEAN AIR
42 U.S.C. 7401 et seq 40 CFR 15.61 49 CFR Part 18

Clean Air - (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 Purchaser and understands and agrees that the Purchaser 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.

FTA CLAUSE #7. CLEAN WATER REQUIREMENTS
33 U.S.C. 1251

Clean Water - (1) The Contractor 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 Purchaser and understands and agrees that the Purchaser 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.

FTA CLAUSE #4. CARGO PREFERENCE REQUIREMENTS
46 U.S.C. 1241 46 CFR Part 381

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

FTA CLAUSE #13. FLY AMERICA REQUIREMENTS
49 U.S.C. § 40118
41 CFR Part 301-10

Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Attachment I
Certificate of Compliance with
Federal Lobbying Requirements
INVITATION FOR BID
IFB#16-0138OV
Gulf Drive Passenger Shelter Project for Manatee County Area Transit
CERTIFICATION OF COMPLIANCE WITH FEDERAL LOBBYING
REQUIREMENTS (49 CFR PART 20)

To be submitted with each Bid/Proposal or offer of Bidder/Proposer exceeding \$100,000

The _____ (Bidder/Proposer) certifies to the best of its knowledge and belief that:

1. No federally 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 any agency; a member of Congress, an officer or employee of Congress, an employee of a member of Congress; or any Board member or employee of SRTA in connection with the awarding of any federal contract; any federally funded contract; or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, federally funded 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, or influencing or attempting to influence; an officer or employee of any agency; a member of Congress; an officer or employee of Congress; an employee of a member of Congress or a Board member or employee of SRTA in connection with this federally funded contract, grant, loan, or cooperative agreement, the undersigned shall register and comply with all federal disclosure requirements.
3. The undersigned shall require that the language of this certification be included in the solicitation and award documents for all subawards at all tiers including but not limited to subcontracts, subgrants and contracts under grants, loans and cooperative agreements and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any offeror 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.

Executed on _____, 20____, at _____, _____
(Date) (City) (State)

Typewritten or Printed Name

Signature of Authorized
Official

Title

RESTRICTIONS ON LOBBYING

(a) Definitions, as used in this clause:

Agency as defined in Title 5 USC § 552(f), includes federal executive departments and agencies as well as independent regulatory commissions and government corporations, as defined in Title 31 USC § 9101(1).

SRTA means the Southeast Regional Transit Authority.

Covered Federal action means any of the following federal actions:

1. The awarding of any federal contract;
2. The making of any federal grant;
3. The making of any federal loan;
4. The entering into of any cooperative agreement, and
5. The extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

Covered federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

Indian tribe and **tribal organization** have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act Title 25 USC § 450(b). Alaskan Natives are included under the definitions of Indian tribes in that Act.

Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before 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 any covered federal action.

Local government means a unit of government in a state and, if chartered, established, or otherwise recognized by a state for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

Officer or employee of an agency includes the following individuals who are employed by an agency:

1. An individual who is appointed to a position in the government under Title 5, USC, including a position under a temporary appointment;
2. A member of the uniformed services as defined in Title 37 USC § 101(3);
3. A special government employee as defined in, Title 18 USC § 202; and,
4. An individual who is a member of a federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5 USC Appendix 2.

Person means an individual, corporation, company, association, authority, firm, partnership, society, state, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization,

or any other Indian organization with respect to expenditures specifically permitted by other federal law.

Reasonable compensation means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the federal government.

Reasonable payment means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

Recipient includes all contractors and subcontractors at any tier in connection with a federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other federal law.

Regularly employed means, with respect to an officer or employee of a person requesting or receiving a federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 days.

State means a state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a state, and a multi-state, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(1) Title 31 USC § 1352 provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions: 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) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b) (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a federal

contract if the payment is for agency and legislative liaison activities not directly related to a covered federal action.

(B) For purposes of paragraph (b) (2) (i) (A) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

(C) For purposes of paragraph (b) (2) (i) (A) of this section, the following agency and legislative liaison activities are allowable at anytime only where they are not related to a specific solicitation for any covered federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the persons products or services, conditions or terms of sale, and service capabilities, and

(2) Technical discussions and other activities regarding the application or adaptation of the persons products or services for an agency's use.

(D) For purposes of paragraph (b) (2) (i) (A) of this section, the following agency and legislative liaison activities are allowable only when they are prior to formal solicitation of any covered federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to official submission, and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(E) Only those activities expressly authorized by paragraph (b) (2) (i) of this section are allowable under paragraph (b) (2) (i).

(ii) Professional and technical services by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b) (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a federal contract or an extension, continuation, renewal, amendment, or modification of a federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal or application for that federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that federal contract.

(B) For purposes of paragraph (b) (2) (ii) (A) of this section professional and technical services shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document

accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her clients proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Only those services expressly authorized by paragraph (b) (2) (ii) of this section are allowable under paragraph (b) (2) (ii).

(iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b) (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that federal contract.

(B) For purposes of paragraph (b) (2) (iv) (A) of this section professional and technical services shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a

professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered federal action.

- (C) Requirements imposed by or pursuant to law as a condition for receiving a covered federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (D) Persons other than officers or employees of a person requesting or receiving a covered federal action include consultants and trade associations.
- (E) Only those services expressly authorized by paragraph (b) (2) (iv) of this section are allowable under paragraph (b) (2) (iv).

(c) Disclosure.

- (1) Each person who requests or receives from SRTA a contract with federal assistance shall file with SRTA a certification, set forth in Bid/Submittal Form entitled FEDERAL LOBBYING CERTIFICATION, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.
- (2) Each person who requests or receives from SRTA a contract with federal assistance shall file with SRTA a disclosure form, Standard Form-LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.
- (3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c) (2) of this section. An event that materially affects the accuracy of the information reported includes:
 - (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or

- (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or,
 - (iii) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered federal action.
- (4) Any person who requests or receives from a person referred to in paragraph (c) (1) of this section a subcontract with a contract value exceeding \$100,000 at any tier under a contract with federal assistance shall file a certification, and a disclosure form, if required, to the next tier above. All disclosure forms shall be forwarded from tier to tier until received by the Prime Contractor who will forward it to SRTA.

EXHIBIT 1

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of
(Name and title of contracting or sub-contracting official)

_____ that:
(Name of contractor or subcontractor)

- (1) No federally 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 any 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 federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352. 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.

Executed this _____ day of _____, 20_____.

By: _____
(Signature of Authorized Official)

(Typewritten or Printed Name)

(Title of Authorized Official)

EXHIBIT 2

DISCLOSURE OF LOBBYING ACTIVITIES INSTRUCTIONS FOR COMPLETION OF SF-LLL

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation of receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31 USC § 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime if the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks Subawardee, then enter the full name, address, city, state and zip code of the prime federal recipient. Include the Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program, name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., RFP-DE-90-001.
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-46-00046). Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES Complete this
form to disclose lobbying activities pursuant to Title 31 USC § 1352 (See reverse
for public burden disclosure.)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post award	3. Status of Federal Action: a. initial change b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity Prime _____ Subawardee _____ Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is subawardee. Enter name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: Department of Transportation Federal Transit Administration	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): attach continuation sheet(s) SF-LLL-A if necessary	b. Individuals Performing Services (including address if different from No. 10.a) (last name, first name, MI): attach continuation sheet(s) SF-LLL-A if necessary	
11. Amount of Payment (check all that apply): \$ _____ actual _____ planned _____		
12. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature _____ value _____	13. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify _____	
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employer(s), or member(s) contacted, for Payment indicated in Item 11: _____		
15. Continuation Sheet(s) SF-LLL-A attached: Yes _____ No _____		
16. Information requested through this form is authorized by Title 31 USC § 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
<small>Federal Use Only</small>		

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting **Entity:**----- Page ____ of ____

Authorized for Local Reproduction Standard Form LLL-A

METRO ARCHIVE#
TBD (IFBIRFP NO.)
ISSUED: 00/00/00

11

FEDERAL LOBBYING RESTRICTIONS
PRO FORM 025
REVISION DATE: 07.01.09

Attachment I

**Certificate of Compliance with
Federal Lobbying Requirements**

Attachment J
Buy America Certification
Buy America Certification
(Title 49 U.S.C. Section 50101)

PROJECT NAME:	Gulf Drive Passenger Shelter Project for Manatee County Area Transit, Bradenton, FL / IFB#16-0138OV
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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

Attachment J
Buy America Certification

INVITATION FOR BID
IFB#16-0138OV
Gulf Drive Passenger Shelter Project for Manatee County Area Transit

Attachment K
DBE Participation Form

DBE PARTICIPATION FORM

Manatee County has not set a specific goal for this project.

Bidder must check the appropriate box, provide the information requested, sign and submit this form with its proposal. Failure to complete and submit this form may result in rejection of the proposal as non-responsive.

- ☐ Bidder will meet the DBE goal for this contract. Proposer is certified according to requirements of DOT 49 C.F.R. Part 26 as a DBE eligible for participation in DOT assisted contracts, and will be performing _____ percent (____%) of the contract work.
- ☐ Bidder will meet the DBE goal for this contract. If awarded this contract, Bidder will subcontract with the DBE(s) listed below which will be performing a total of _____ percent (____%) of the total dollar amount of contract work. Each DBE listed below is certified according to requirements of DOT 49 C.F.R. Part 26 for participation in DOT assisted contracts.

<u>DBE Name and Address</u>	<u>Description of Work</u>	<u>Percent of Dollar Amount of Total Contract Work</u>

(attach additional sheets)

- ☐ Bidder does not meet the DBE goal for this contract. Bidder certifies that it has made good faith efforts in accordance with the Invitation for Bid to meet the DBE goal, but despite those efforts, has been unable to meet the goal. The Good Faith Efforts Documentation Form is attached to this Participation Form.

Date: _____

Signature: _____

Name (print): _____

Title: _____

INVITATION FOR BID Attachment L
IFB#16-0138OV **DBE Good Faith Efforts Determination**
Gulf Drive Passenger Shelter Project for Manatee County **Form**
Area Transit

DBE GOOD FAITH EFFORTS DOCUMENTATION FORM

DBE GOAL: _____%

If Bidder has indicated on the DBE Participation Form, that it does not meet the DBE goal, Bidder must submit this form with its DBE Participation Form as documentation of its good faith efforts to meet the goal. Failure to submit this form with its bid, may render this bid non-responsive. Manatee County may require that Bidder provide additional substantiation of good faith efforts.

	<u>Date</u>	<u>Company and Contact Person</u>	<u>Area of Expertise</u>
1)	<hr/>		
	<hr/>		
			<u>Response</u>
	<u>Date</u>	<u>Company and Contact Person</u>	<u>Area of Expertise</u>
2)	<hr/>		
	<hr/>		
			<u>Response</u>
	<u>Date</u>	<u>Company and Contact Person</u>	<u>Area of Expertise</u>
3)	<hr/>		
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			<u>Response</u>
	<u>Date</u>	<u>Company and Contact Person</u>	<u>Area of Expertise</u>
4)	<hr/>		
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			<u>Response</u>
	<u>Date</u>	<u>Company and Contact Person</u>	<u>Area of Expertise</u>
5)	<hr/>		
	<hr/>		
			<u>Response</u>
	<u>Date</u>	<u>Company and Contact Person</u>	<u>Area of Expertise</u>
6)	<hr/>		
	<hr/>		
			<u>Response</u>

INVITATION FOR BID
IFB#16-0138OV
Gulf Drive Passenger Shelter Project for Manatee County Area Transit

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

Instructions For Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or County's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or County determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or County may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or County to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or County to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or County entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension,

Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," provided by the department or County entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or County may terminate this transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or County;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses

enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature/Authorized Certifying Official Typed Name and Title

Applicant/Organization

Date Signed