

# MEMORANDUM



To: All Interested Bidders  
Date: June 14, 2017  
Subject: IFB 17-0817OV, MCAT 2017 Construction of Americans With Disabilities Act (ADA) Compliant Bus Stop Landing Pads, Walkways, Sidewalks, Shelter Pads and Bench Pads Project, Manatee County, FL  
Addendum No. 1

**Bidders are hereby notified to acknowledge this Addendum No. 1 on page 1 of the Bid Form, made a part of the above named bidding and contract documents. Bids submitted without acknowledgement of the Addendum will be considered incomplete.**

The following items are issued to add to, modify, and clarify the bid and contract documents. These items shall have the same force and effect as the original bidding document, and cost involved shall be included in the bid prices. Bids to be submitted on the specified bid date, shall conform to the additions and revisions listed herein.

**The deadline to submit all inquiries concerning interpretation, clarification or additional information pertaining to this bid was June 8, 2017 at 5:00 PM.**

**Bidders Notes as follows:**

1. Remove Bid Forms pages 1 through 6.
2. Replace with revised Bid Forms (5 total pages attached).
3. Remove Utilization of Minority and Women Owned Businesses (MBE/WBE) Bid Form pages 7 and 8.
4. Replace with:
  - Certification of Good Faith Efforts – Utilization of DBE Owned Businesses (DBE) (pages 6 through 8). (3 total pages attached).
5. **Article C.02 Basis of Award:** Remove “The primary **Award** shall be made to the lowest, responsive and responsible Bidder meeting specifications and having the Total Bid Price for the Work as set forth in this Invitation for Bid. A secondary **Award** shall be made to the responsive, responsible bidder meeting specifications and having the second lowest Total Bid Price for the Work as set forth in this Invitation for Bid.”

Financial Management Department  
Procurement Division  
1112 Manatee Avenue West, Suite 803  
Phone number: (941) 749-3014

**Replace with:** “The **Award** shall be made to the lowest, responsive, and responsible Bidder meeting specifications and having the lowest Total Bid Price for the Work as set forth in this Invitation for Bid based upon the estimated quantities.

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 Contract documents.

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 County to place Blanket Release Orders with the lowest, responsive, responsible bidder who can provide the services as set forth in this Invitation for Bid. The County reserves the right to secure goods and services from other sources in the event of an urgent, immediate need and the availability of material/service requested cannot be met by the successful bidder at the time of need.

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

**FTA Clauses:**

- 1. Remove Section F, Federal Transit Administration Contract Clauses (F-1-26)**
- 2. Replace with Revised Section F, Federal Transit Administration Contract Clauses dated June 14, 2017. (28 pages)**

**Questions received from Bidders at the Information Conference held on May 31, 2017 and received via email through June 8, 2017 at 5:00 PM.**

**Q1.** Will a Bid Bond be required with the submittal of the bid documents?

**R1.** A Bid Bond shall not be required for this solicitation.

**Q2.** Will a Performance Bond be required of the successful bidder?


**R2.** No, a Performance Bond would only be required should the Release order issued to the successful Contractor exceed the threshold of \$99,999.99.

- Q3. Article B.03 Term, of the Invitation for Bid states the term of the agreement shall be active for a period of three (3) years commencing from date of award and Article B.04 Renewal, states the agreement may be extended for an additional two (2) years, totaling sixty (60) months or five (5) years. FTA requirements only permit a Blanket Purchase Order to be active for a period not to exceed three (3) years. Please explain.
- R3.** REF: **Article B.04 Renewal: Remove** "blanket purchase order shall be automatically extended / renewed beyond the initial thirty six (36) month term for up to two additional twelve (12) month periods, not to exceed total blanket purchase order duration of sixty (60) months."
- Q4. Which Manatee County Area Transit (MCAT) route corridors have been completed with ADA Bus Stop Boarding Pads and Concrete Pads for Passenger Amenities (passenger benches and shelters)?
- R4.** The Public Works Department, Transit Division targets MCAT route corridors for Americans with Disabilities Act (ADA) bus stop improvements. A select number of bus stops are included in each Release order and appropriate "typical" design identified for each bus stop. Construction activity along the corridor is accomplished by working in a consistent direction until the entire route corridor is completed. Examples of completed route corridors include US Highway 41, Manatee Avenue, and Cortez Road.
- Q5. What is the next MCAT route corridor targeted for ADA bus stop construction?
- R5.** The MCAT Route 8 is the next route corridor targeted for ADA Bus Stop improvements and Concrete Pads for Passenger Amenities (i.e. passenger benches and shelters). The MCAT Route 8 is depicted in the attachment with already completed ADA bus stop construction identified along Cortez Road and 14<sup>th</sup> Street West. (1 total page attached).

If you have submitted a bid prior to receiving this addendum, you may request in writing that your original sealed bid be returned to your firm. All sealed bids received will be opened on the date stated.

Bids will be received at the Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 **June 22, 2017 at 3:00 pm.**

Sincerely yours,

  
Melissa M. Wendel, CPPO, Purchasing Official  
Manatee County Procurement Division

OV (37 total pdf pages attached)

**BID FORM**  
**(SUBMIT IN DUPLICATE)**

**For: IFB17-0817OV, / Addendum 1**  
**MCAT 2017 Construction of ADA Compliant Bus Stop Landing Pads, Walkways,  
Sidewalks, Shelter Pads and Bench Pads Project**  
**Manatee County, FL**

**Total Offer: \$** \_\_\_\_\_

We, the undersigned, hereby declare that we have carefully reviewed the IFB 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, (if applicable).

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

Bidder's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

**Authorized Signature(s):** \_\_\_\_\_

Name and Title of Above Signer(s): \_\_\_\_\_

Date: \_\_\_\_\_

**BID FORM FOR IFB 17-08170V / ADDENDUM 1**

**MCAT 2017 CONSTRUCTION OF AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANT BUS STOP  
LANDING PADS, WALKWAYS, SIDEWALKS, SHELTER PADS AND BENCH PADS PROJECT  
(Submit in Duplicate)**

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

ITEM NO.	FDOT ITEM NO.1 M/C PLANS	DESCRIPTION	QTY	U/M	BID PRICE	EXTENDED PRICE
		<b>Construction of Americans with Disabilities Act (ADA) Compliant Concrete Boarding and Alighting Passenger Landing Pads in accordance with the latest Manatee County Utility Design Standards, Transportation Design Standards and Stormwater Design Standards, dated June 2015. All Construction and Standards Referenced within shall meet or exceed F.D.O.T. Roadway and Traffic Design Standards (Latest Edition) and F.D.O.T. Standard Specifications for Road and Bridge Construction (Latest Edition), unless otherwise noted. Plans for Boarding Pad Typicals, Shelter Slab Typicals, Bench Pad Typicals are attached detailing Condition 1 through 10, as required.</b>				
1	102-1	Mobilization Day Time	40	DAY	\$	\$
2	102-1	Mobilization Night Time	9	DAY	\$	\$
3	102-1	MOT 1 Lane Closure W/Crew - Day Time	108	DAY	\$	\$
4	102-1	MOT 1 Lane Closure W/Crew - Night Time	25	DAY	\$	\$
5	102-1	Flaggers (2)	25	DAY	\$	\$
6	120-1	Cut	1,000	CY	\$	\$
7	120-6	Fill	1,000	CY	\$	\$
8	430-174	Pipe Storm Sewer Concrete (RCP 15" or 18")	32	LF	\$	\$

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

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

IFB17-08170V  
 MCAT 2017 Construction  
 of ADA Slabs  
 Addendum 1

**BID FORM FOR IFB 17-08170V / ADDENDUM 1**

**MCAT 2017 CONSTRUCTION OF AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANT BUS STOP  
LANDING PADS, WALKWAYS, SIDEWALKS, SHELTER PADS AND BENCH PADS PROJECT  
(Submit in Duplicate)**

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

ITEM NO.	FDOT ITEM NO. / M/C PLANS	DESCRIPTION	QTY	U/M	BID PRICE	EXTENDED PRICE
9	430-174	Pipe Storm Sewer Concrete (RCP 24" or 30")	32	LF	\$	\$
10	430-98	Miter End Section (MES 15" or 18")	2	EA	\$	\$
11	430-98	Miter End Section (MES 24" or 30")	2	EA	\$	\$
12	430-99	Miter End Section (MES 30" Bars)	2	EA	\$	\$
13	520-2	Curb Type D	702	LF	\$	\$
14	520-1	Curb Type E	1,000	LF	\$	\$
15	520-1	Curb Type F	1,000	LF	\$	\$
16	522-2	6" Reinforced Concrete	58,346	SF	\$	\$
17	527-2	ADA Truncated Dome (Detachable Warning	500	SF	\$	\$
18	515-2	Railing	61	LF	\$	\$
19	570-1	Bahia Sod	1,427	LF	\$	\$
20	MC-1	Nighttime Fee for Concrete Plant	25	EA	\$	\$
<b>TOTAL OFFER (Items 1 through 20)</b>						\$
<b>OVERTIME SURCHARGE SHALL BE AT THE RATE OF:</b>						

**OVERTIME SURCHARGE SHALL BE AT THE RATE OF:**

**UNIT OF MEASURE**

**UNIT PRICE**

**MULTIPLIER**

**x 40 HOURS =**

**\$**

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

**SUBCONTRACTOR PERCENTAGE FORM / ADDENDUM 1**  
 (Submit in Duplicate)  
 IFB 17-08170V

**MCAT 2017 CONSTRUCTION OF AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANT BUS STOP, LANDING PADS,  
 WALKWAYS, SIDEWALKS, SHELTER PADS AND BENCH PADS PROJECT**

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

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

**SUBCONTRACTOR PERCENTAGE FORM / ADDENDUM 1**  
 (Submit In Duplicate)  
 IFB 17-08170V

**MCAT 2017 CONSTRUCTION OF AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANT BUS STOP, LANDING PADS,  
 WALKWAYS, SIDEWALKS, SHELTER PADS AND BENCH PADS PROJECT**

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

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



**PART OF BID FORM IFB 17-0817OV / Addendum 1**

**MCAT 2017 Construction of ADA Compliant Bus Stop Landing Pads, Walkways,  
Sidewalks, Shelter Pads and Bench Pads Project**

**Certification of Good Faith Efforts  
Utilization of DBE Owned Businesses (DBE)**

If the bidder intends to subcontract any portion of the work, the bidder must take all necessary affirmative steps to assure that DBE owned business enterprises, and labor surplus area firms are used when possible. Bidders shall document their efforts to utilize DBE firms to include information demonstrating the specific firms which were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid.

Completing the information requested below, bidders shall submit documentation of good faith efforts to assure DBE owned business enterprises and labor surplus firms are used when possible.

If the bidder intends to utilize DBE subcontractors for any portion of the work on this project, complete the information below by following these instructions: On the first line, indicate the name of the DBE firm and person at that firm who you contacted. On the second line indicate the date the firm was contacted and specify the work or expertise rendered by the DBE firm. Finally, check only one box indicating whether or not the DBE firm is interested in providing services on this project. If the box "not interested" is checked, provide a brief summary of the DBE's response. Submit this form with your bid.

Firm / Person Contacted: \_\_\_\_\_

Date Contacted: \_\_\_\_\_ Area of Expertise: \_\_\_\_\_

Interested  Not Interested Response: \_\_\_\_\_

Firm / Person Contacted: \_\_\_\_\_

Date Contacted: \_\_\_\_\_ Area of Expertise: \_\_\_\_\_

Interested  Not Interested Response: \_\_\_\_\_

Firm / Person Contacted: \_\_\_\_\_

Date Contacted: \_\_\_\_\_ Area of Expertise: \_\_\_\_\_

Interested  Not Interested Response: \_\_\_\_\_

Firm / Person Contacted: \_\_\_\_\_

Date Contacted: \_\_\_\_\_ Area of Expertise: \_\_\_\_\_

Interested  Not Interested Response: \_\_\_\_\_

Firm / Person Contacted: \_\_\_\_\_

Date Contacted: \_\_\_\_\_ Area of Expertise: \_\_\_\_\_

Interested  Not Interested Response: \_\_\_\_\_

Firm / Person Contacted: \_\_\_\_\_

Date Contacted: \_\_\_\_\_ Area of Expertise: \_\_\_\_\_

Interested  Not Interested Response: \_\_\_\_\_

Firm / Person Contacted: \_\_\_\_\_

Date Contacted: \_\_\_\_\_ Area of Expertise: \_\_\_\_\_

Interested  Not Interested Response: \_\_\_\_\_

Firm / Person Contacted: \_\_\_\_\_

Date Contacted: \_\_\_\_\_ Area of Expertise: \_\_\_\_\_

Interested  Not Interested Response: \_\_\_\_\_

Manatee County's overall goal for DBE participation is .7% for Fiscal Years 2017 through 2019.

Bidder must check the appropriate box, provide the information requested, sign and submit with the Bid Form. Failure to complete and submit this form may result in your bid being non-responsive.

[ ] Bidder will meet the DBE goal for this contract. Bidder is certified according to the 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 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 the requirements of DOT 49 C.F.R. Part 26 for participation in DOT assisted contracts.

Bidder shall complete and submit **Subcontractor Percentage Form, pages 4 and 5**

Subcontractors will not be used on this project.

**The undersigned certifies the above to be true and correct to the best of their knowledge and has been given the authority to act on behalf of the bidder.**

Authorized Signature(s): \_\_\_\_\_

Print Name and Title of Above Signer(s): \_\_\_\_\_

Date: \_\_\_\_\_

## Section F

### **Addendum 1 (June 14, 2017- Add Item 24 ADA ACCESS)**

#### **FEDERAL TRANSIT ADMINISTRATION CONTRACT CLAUSES**

#### **INDEX**

**(REF: IFB 17-0817OV) – MCAT 2017 Construction of ADA Compliant Bus Stop Landing Pads, Walkways, Sidewalks, Shelter Pads and Bench Pads Project (Manatee County, FL)**

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# FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES

## 1. FLY AMERICA REQUIREMENT

49 U.S.C. §40118  
41 CFR Part 301-10

***Applicable to:*** *Contracts that have transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation.*

## 2. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323 (j)  
49 C.F.R. Part 661

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

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal Funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(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. Bids that are not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

### **Certification requirement for procurement of steel, iron, or manufactured products.**

#### ***Certificate of Compliance with 39 U.S.C. 5323(j) (1)***

The bidder or offer hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) (1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S. C. 5323 (j) (1) and 49 C.F.R. 661.5 but it may qualify for an exception pursuant to 49 U.S.C. 5323 (j) (2) (A), 5323 (j) (2) (B), or 5323 (j) (2) (D), and 49 C.F.R. 661.7.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

**Certification requirement for procurement of buses, other rolling stock and associated equipment.**

*Certificate of Compliance with 49 U.S. C. 5323 (j) (2) (C).*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323 (j) (2) (C) and the regulations 49 C.F.R. Part 661.11.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323 (j) (2) (C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323 (j) (2) (C) and 49 C.F.R. 661.11 but may qualify for an exception pursuant to 49 U.S.C. 5323 (j) (2) (A), 5323 (j) (2) (B), or 5323 (j) (2) (D), and 49 CFR 661.7.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

### 3. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241  
46 CFR Part 381

**Applicable to:** *All contracts involving equipment, materials, or commodities which may be transported by ocean vessels.*

### 4. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 ET SEQ 49  
CFR Part 41

**Applicable to:** *Only to construction of new buildings or additions to existing buildings*

### 5. ENERGY CONSERVATION REQUIREMENT

42 U.S.C. 6321 et seq.  
49 CFR Part 18

**Applicable to:** *All Contracts*

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

### 6. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

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

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

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

## 7. LOBBYING

31 U.S.C. 1352  
49 CFR Part 19  
49 CFR Part 20

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

### ***Applicable to Contracts:***

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

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

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

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

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

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

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

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

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



APPENDIX A, 49 CFR PART 20 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

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

\_\_\_\_\_  
Date

## 8. ACCESS TO RECORDS AND REPORTS

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

***Applicable to: Contracts as described below***

- (1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FA Recipient in accordance with 49 C.F.R. 18.36(i), The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the

United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.F. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302 (a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311.

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

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

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

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

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

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

**Requirement for Access to Records and Reports by Types of Contractors**

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<b><u>I. State Grantees</u></b>	None	Those imposed on state pass thru to Contractor	None	None	None	None
a. Contracts below SAT (\$100,000)	None unless non-competitive award (1)	Those imposed on state pass thru to Contractor	Yes, if non-competitive award or if funded thru(2) 5307/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
b. Contracts above (\$100,000 / Capital Projects)						
<b><u>II. Non State Grantees</u></b>						
a. Contractors below SAT (\$100,000)	Yes (3)	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contractors above (\$100,000 / Capital Projects)	Yes (3)		Yes	Yes	Yes	Yes

Sources of Authority

- (1) 49 USC 5325 (a)
- (2) 49 CFR 633.17
- (3) 18 CFR 18.36 (i)

## 9. FEDERAL CHANGES

49 CFR Part 18

***Applicable to: All contracts***

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

## 10. BONDING REQUIREMENTS

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

## 11. Clean Air

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

***Applicable to: All contracts exceeding \$100,000***

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

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

## 12. RECYCLED PRODUCTS

42 U.S.C. 6962  
40 CFR 247  
Executive Order 12873

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

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

### 13. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

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

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

#### **Background and Application**

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC874. The Acts apply to grantee construction contracts and subcontracts that “at least partly are financed by a loan or grant from the Federal Government.” 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). ‘Construction,’ for purposes of the Acts, includes “actual construction, alteration and /or repair, including painting and decorating.” 29 CFR 5.5 (a). The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

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

#### **Clause Language**

Davis-Bacon and Copeland Anti-Kickback Acts:

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1) (iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer’s payroll records accurately set forth the

time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Background and Application**

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

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

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

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

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

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

## 15. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

***Applicable to:*** All contracts

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

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

## 16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

***Applicable to:*** All contracts

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

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

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

## 17. TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

## 18. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29  
Executive Order 12459

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

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

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

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

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

COMPANY NAME: \_\_\_\_\_

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

19. PRIVACY ACT  
5 U.S.C. 552

**Applicable to:** All contracts

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

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

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

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

**Applicable to:** All contracts

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

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

**(2) Equal Employment Opportunity:**

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

**(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.

## 21. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18  
FTA Circular 4220.1E

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

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

## 22. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

***Applicable to: All contracts***

(a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises is 10%. Manatee County's overall goal for DBE participation is .7% for Fiscal Years 2017 through 2019.

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

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

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

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

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

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

(d) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from **Manatee County**. In addition, **[the contractor may not hold retainage from its subcontractors.]**

[is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by {Manatee County} and contractor's receipt of the partial retainage payment related to the subcontractor's work].

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

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

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

## 23. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA TERMS)

FTA Circular 4220.1E

***Applicable to: All contracts***

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

## 24. ADA ACCESS (Americans with Disabilities Act)

49 U.S.C. § 5301(d)

***Applicable to: Contracts for Rolling Stock or Facilities Construction / Renovation***

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

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

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49.C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F. R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability b Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F. R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F. R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F. R. Part 64, Subpart F; and

(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F. R. Part 1194;

(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F. R. Part 609; and

(11) Federal Civil Rights and Nondiscrimination Directives implementing the foregoing regulations.

# Route 8 Corridor is Targeted for ADA Bus Stop Pad Upgrades

