



LAKELAND AREA MASS TRANSIT DISTRICT

LEGAL NOTICE

Park and Ride Facility Construction

Invitation For Bid #15-015

LAKELAND AREA MASS TRANSIT DISTRICT requests interested parties to submit formal sealed proposals, bids or offers for the above referenced solicitation.

The District is seeking offers from qualified firms interested in providing all aspects of construction, demolition, labor, and material necessary for the construction of a park and ride facility, as defined within the solicitation. This firm, fixed price agreement is offered as a 6 month term contract with no option to renew, as outlined in section 1 of Solicitation No. 15-015.

The District will accept offers at 1212 George Jenkins Blvd., Lakeland FL 33815 until 12:00 P.M., Eastern Standard Time on or before March 29, 2016. Offers received after such time will remain unopened and available for pickup by the offeror.

A copy of the subject solicitation may be obtained free of charge from the District's website at www.ridecitrus.com under the "Business Opportunities" menu, "current bid postings" or through www.demandstar.com.

A pre-offer conference will be held at 10:00 A.M. on Thursday, March 03, 2016. Offerors are strongly urged to attend. To ensure adequate seating, pre-registration is requested, as detailed in Section 1.6 of the solicitation. This informational session presents an opportunity to discuss the work to be performed with the prospective offerors and allows them to ask questions concerning the solicitation. Offerors are cautioned that, although the pre-offer conference is optional, no modifications or any changes will be allowed in the pricing because of the failure of the offeror(s) to have visited the site or to have attended the conference.

The District supports and encourages DBE certified firms to participate in the solicitation process; the District's overall DBE Program goal is 2% of total contract expenditures. The District only recognizes DBE status based on whether the firm has attained certification from the Florida Department of Transportation's Unified Certification Program (UCP) prior to contract award. A separate contract goal for DBE participation is established for this procurement, as outlined in section 5 of Solicitation No. 15-015.

BY ORDER OF: LAKELAND AREA MASS TRANSIT DISTRICT, FINANCE DEPARTMENT

PROCUREMENT & CONTRACTS DIVISION



LAKELAND AREA MASS TRANSIT DISTRICT
SOLICITATION OVERVIEW

1. SOLICITATION NO.: IFB 15-015
2. ISSUE DATE: February 23, 2016
3. FOR INFORMATION CONTACT: NAME: Lisa Harris, E-MAIL: lharris@ridecitrus.com, PHONE: 863-327-1314, FAX: 863-327-1345
4. BRIEF DESCRIPTION: Park & Ride Facility Construction

5. PRE-OFFER CONFERENCE: (See Section 1.5 for more information.)
LOCATION: 1212 George Jenkins Blvd, Lakeland, FL 33815
DATE AND TIME: March 03, 2016 at 10:00 A.M. EST

6. SUBMIT OFFER TO THE FOLLOWING ADDRESS: Lakeland Area Mass Transit District (LAMTD), Attn: Lisa Harris, Contract Specialist, 1212 George Jenkins Blvd, Lakeland, FL 33815
7. OFFER SUBMISSION DUE DATE AND TIME: March 29, 2016 at 12:00 P.M. EST

8. SUBMIT WITH OFFER: Original offer and photocopies, as specified in section 5, including the exhibits and attachments listed on Page 2 of this form.

9. OFFERS WILL NOT BE PUBLICLY OPENED.

10. FIRM OFFER PERIOD: Offers shall remain firm for a period of 60 calendar days from the date specified in Block 7, above.

11. This solicitation and any resulting contract, respectively, consists of this form, the solicitation, attachments and exhibits, documents designated on Page 2 of this form, the contract response, and the resulting contract as stated in paragraph 3 of the contract.

OFFER
(To be completed by Offeror)

12. DISCOUNT FOR PROMPT PAYMENT: __%, __ Calendar Days (Please refer to Invoice and Payment clauses in Section 3)

13. If this offer is accepted within the period specified in Block 10, above, the offeror agrees to fully provide the goods and/or services covered by this solicitation at the prices and timelines specified in the solicitation.

14. ACKNOWLEDGEMENT OF AMENDMENTS: The offeror acknowledges receipt of the following solicitation amendments (write in all amendment numbers and amendment dates.

Table with 3 columns: Amendment Number and Date

15. OFFEROR'S NAME AND ADDRESS: (Type or Print)
TELEPHONE: CELL PHONE: E-MAIL: FAX:
16. NAME AND TITLE OF OFFEROR'S REPRESENTATIVE (PERSON AUTHORIZED TO EXECUTE CONTRACTS): (Type or Print)
17. OFFEROR'S REPRESENTATIVE SIGNATURE & DATE:

AWARD
(To be completed by LAMTD)

18. DBE: A DBE goal of 3% has been established for this contract. Federal or State funds may utilized.

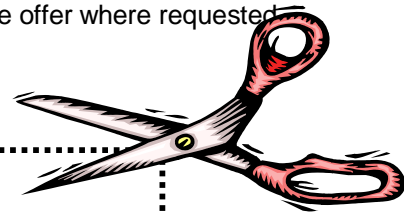
19. ACCEPTED AS TO: 20. TOTAL AMOUNT OF AWARD: 21. CONTRACT NUMBER:

22. LAMTD'S CONTRACTING OFFICER'S SIGNATURE & CONTRACT AWARD DATE:
Name: Signature: Date: / /

	NAME	FORM DESCRIPTION	FORM #	SUBMIT WITH TECHNICAL OFFER?
●	Cover Sheet	Solicitation Overview	CS-01	YES
●	Legal Notice	Legal Notice	LN-01	
●	Section 1	Introduction	SEC-01	
●	Section 2	Statement of Work and/or Specifications	SEC-02	
●	Section 3	General Provisions and Procedures	SEC-03	
●	Section 4	Special Provisions and Procedures [construction]	SEC-04	
●	Section 5	Submittal Requirements and Selection Process	SEC-05	
●	Section 6	Affidavits and Acknowledgements	SEC-06	YES
●	Attachment 1	Required Federal Clauses	ATT-01	
●	Attachment 2	Sample District Contract	ATT-02	
●	Attachment 3	Price/Fee Schedule or Schedule of Values	ATT-03	YES
●		Offeror's/Contractor's Technical Proposal	X	YES

SEALED PROPOSAL LABEL

Cut along the outer border and affix this label, or similar, to your sealed bid or proposal envelope to identify it as a "Sealed Offer". Be sure to include the name of the company submitting the offer where requested.



SEALED PROPOSAL
**** DO NOT OPEN ****

SOLICITATION:
NUMBER: 15-015
TITLE: Park & Ride Facility Construction

SUBMITTED BY: _____

DELIVER TO:
 Lakeland Area Mass Transit District
 Attn: Lisa Harris, Contract Specialist
 1212 George Jenkins Blvd., Lakeland, FL 33815

SECTION 1.0 – INTRODUCTION

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1.1 Back Ground

The Lakeland Area Mass Transit District, hereinafter referred to as the “District”, has provided public transportation to the Polk County area since 1982, with an employee population of about 150 individuals. The District’s operations include: approximately 39 fixed route buses, 21 paratransit demand response service vehicles, and 10 support vehicles. Polk County is larger than the state of Rhode Island, and is equal in size to Delaware, and is situated along Interstate 4 between Orlando and Tampa. The total area of the county is approximately 2,010 square miles which makes it the fourth largest county in Florida, exceeded only by Dade, Palm Beach, and Collier counties. Polk County ranks as the eighth in population among Florida’s 67 counties; the Lakeland Urbanized Area houses 1/3 (over 200,000) of its currently estimated 609,000 residents. The District’s Board of Directors is composed of five members, who are sitting Polk County, Florida and City of Lakeland Commissioners.

For more information about Polk County, please visit: <http://www.polk-county.net>.

A system map can be accessed at: <http://ridecitrus.com/content/routes/LakelandMap.pdf>.

1.2 Purpose of Solicitation

The purpose of this solicitation is to secure a qualified firm interested in providing all aspects of construction, demolition, labor, and material necessary for the construction of a park and ride facility, as specified within.

1.3 Minimum Qualification

Firms submitting an offer must firmly demonstrate their capability to satisfy the requirements under this solicitation and resulting contract while maintaining industry standard licenses and certifications as may be required elsewhere within the this solicitation and by the state of Florida. Such documentation must be provided to be deemed responsive and responsible. Offerors must also firmly demonstrate their knowledge of applicable laws and regulation with their ability to perform and/or provide the goods or services outlined in Section 2.

1.4 Communications with the District

After advertisement of any solicitation, communication with the District is limited to the methods prescribed below:

Questions: Technical or scope of service related questions concerning this solicitation, and contract award, shall be submitted in writing. Written communication may be submitted in the form of an e-mail to the Contracting Officer specified below.

Offerors are cautioned that until this solicitation is either recommended for award or cancelled, they may have contact only with the contact person identified above. Discussions or communications regarding this solicitation with any other personnel associated in any capacity with the District, its consultants, contractors or members of its Board of Directors, are strictly prohibited, unless otherwise approved in writing by the Contracting Officer.

Any violation of this restriction may result in the disqualification of the Offeror from further participation in this procurement, and from award of any contract or subcontract under this solicitation.

Statements made or information given during the procurement and award process binds the District ONLY when such statements or information are written and executed by the District’s Chief Financial Officer or his/her designee.

No offeror or other third party shall gain rights by virtue of these policies and procedures or the application thereof, nor shall any offeror or third party have standing to sue or any cause of action arising there from.

All offerors will be notified in writing when the District makes an award recommendation by the Contracting Officer or his/her designee. The Contracting Officer for this solicitation is:

Lisa Harris, Contract Specialist
Lakeland Area Mass Transit District
1212 George Jenkins Blvd, Lakeland, FL 33815
Phone (863) 327-1314; fax (863) 327-1345; email lharris@ridecitrus.com

1.5 Solicitation Timeline

SOLICITATION ISSUED	DATE: 02/23/16
PRE-OFFER CONFERENCE	DATE: 03/03/16
OFFERS DUE	DATE: 03/29/16
OFFER EVALUATIONS	DATE: 03/29/16
BOARD REVIEW/APPROVAL	DATE: 04/2016
CONTRACT AWARD & NOTICE TO PROCEED	DATE: 04/2016

*NOTE: DATES REFERENCED ABOVE ARE TENTATIVE AND FOR PLANNING PURPOSES ONLY.
THEY ARE SUBJECT TO CHANGE.*

1.6 Pre-offer Conference

A pre-offer conference will be held at 10:00 A.M. on March 03, 2016 at 1212 George Jenkins Blvd, Lakeland, FL 33815. Attendees are required to sign in at the Administration Bldg. Offerors are strongly urged to attend. Pre-registration is suggested to ensure adequate seating is available. When registering please indicate the number of attendees, provide their names and position held.

If planning to attend this conference telephonically, please inform the Contracting Officer, noted in Section 1, via email and no later than 3 days prior to the conference. Please provide the information noted above as well as the number of lines your firm will require. Lines are limited and designated with "speaking" or "listening" roles. If multiple lines are necessary please indicate if attending as a listening session or with two way communication.

This informational session presents an opportunity to discuss the work to be performed with the prospective offerors and allows them to ask questions concerning the solicitation. Offerors are cautioned that, although the pre-offer conference is optional, no modification or any changes will be allowed in the pricing because of the failure of the offeror(s) to have visited the site or to have attended the conference.

1.7 Type of Contract

A. The Type of Contract will be defined as a Firm, Fixed Fees for services specified elsewhere in the contract. The District shall purchase the services specified In Section 2 and the Contractor shall deliver them at the price, within the timeframe and in accordance with the terms and conditions stipulated elsewhere in this contract.

B. The rough order of magnitude for the work to be performed has a budget not to exceed \$650,000 (six hundred and fifty thousand). Estimates in excess of the allotted budget must provide justification as part of the submittal documents for consideration.

1.8 Number of Awards

One contract award shall be made.

1.9 Term of Contract

The Contract Terms shall reflect the period of performance outlined by the Statement of Work, found in Section 2 of the solicitation, and as defined by the accepted offer. The mutually accepted period of performance shall be reflected in the resulting contract, however, the goal for completion is October 31, 2016.

1.10 Ordering

A. Any supplies and/or services to be furnished under this contract shall be obtained by the issuance of task orders. The Contracting Officer, Project Manager and their designated representative(s) are the only individuals with the authority to place orders against this contract.

B. All task orders are subject to the terms and conditions of the contract. In the event of conflict between an order and the contract, the contract shall control.

C. Additionally, task orders may be issued by telephone followed by a written order, by electronic mail with an attached order, or by facsimile.

1.11 Definitions

As used throughout this contract, the following terms shall have the meaning set forth below:

ADAAA: American's with Disabilities Act Amendments Act

Authorized Signee: An individual who is authorized to execute a binding document on behalf of the Offeror/Contractor.

Contract: Contract to be executed by the District and the Offeror selected to provide the goods or services defined in within the solicitation, in the form substantially similar to that herein.

Contractor: The successful Offeror who is awarded the contract.

Contracts Specialist, Agent or Administrator: The District's contracting officer, as designated in the District's Policy Manual, who is responsible for the administration of the Contract and any changes that subsequently occur.

DBE: Disadvantaged Business Enterprise, a business owned wholly or in majority by a person or persons considered to be minorities.

DEP: Department of Environmental Protection

District or LAMTD: The Lakeland Area Mass Transit District, a body politic and corporate, created by Polk County, Florida ordinance.

NEPA: National Environmental Policy Act

OSHA: Occupational Safety and Health Administration, a division of the Department of Labor that sets and enforces occupational health and safety rules under the Occupational Safety and Health Act; a primary federal law which governs occupational health and safety in the private sector and federal government in the United States.

Project Manager: The person responsible for administering the Project / Technical advisor and responsible to the Contracting Officer of the Procuring Agency.

Proposal and /or Offer: Statement of qualifications, submission of proposal, bid or quote by an offeror in accordance with this solicitation

Proposer and/or Offeror: "Submitter" or "Respondent" to mean the person, firm, entity or organization submitting a response to this Solicitation.

Solicitation: An Invitation to Bid (ITB), Request for Proposal (RFP), Request for Qualification (RFQu), Request for Quote (RFQ) or Request for Information (RFI) document, and all associated addenda and attachments.

Subcontract: An agreement between the Contractor and the Subcontractor to perform a portion of the contract between the Contractor and the District.

Subcontractor or Subconsultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privities of Contract with the Contractor.

SECTION 2.0 – SCOPE OF WORK

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2.1 Scope of Work

The scope of services described in this section ("Scope of Work") is a general guide and is not intended to be a complete list of all aspects of construction, demolition, labor, and materials necessary for the construction of a park and ride facility located at 3255 Highway 98 North and Pyramid Parkway, Lakeland, FL.

The successful bidder will have the ability to interpret the design plans and provide construction oversight, a construction schedule and/or schedule of values, acquire permits from the local and State of Florida regulating authorities, all labor, materials, and equipment necessary to provide all elements of work outlined in the Park and Ride Construction Plan; attached Exhibit-1.

2.2 Minimum Qualifications

As stated under section 1.3, the successful bidder shall have the capability to satisfy the requirements under this solicitation and resulting contract while maintaining industry standard licenses and certifications as may be required by the state of Florida. Offerors must also firmly demonstrate their knowledge of applicable laws and regulation with their ability to perform and/or provide the goods and services outlined herein.

Such documentation shall be demonstrated and incorporated into the submittal requirements outline in section 5. Adequate, verifiable, documentation must be provided to be deemed responsive and responsible.

2.3 Schedule of Values

The Contractor shall provide a schedule of values outlining the each phase of the contract and all associated pricing or fees that the Contractor intends to recover. Each phase shall be classified in alignment with Park and Ride Construction Plan and the requirement stated herein. Additionally, the schedule shall allocate the values for the various phases of the work and material, such as, but not limited to: mobilization, supervision, labor, equipment, materials, vehicle licensing, warehousing, freight, pick-up, financing, disposal fees, and all other such charges to accommodate the supplies/services and delivery requirements, all overhead, fees or profit. Said schedule shall be used, in part, as the basis for submitting and reviewing progress payments.

The Contractor has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by LAMTD. However, sales tax shall be excluded from all material purchases as the Contractor shall be provided a Certificate of Entitlement, extending the District's tax exempt status, to purchases made under this agreement; see Section 6, Form T.

The Contractor has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Procurement and Contracting Documents.

2.4 Construction Schedule

The Contractor shall provide a Gantt-Chart, or similar construction schedule within 10 business days after award. The schedule shall be a comprehensive, fully developed, horizontal, Gantt-chart-type, chart, outlining each phase of the project and their timelines. Each phase shall be classified as design, demolition, construction, landscaping, etc., and shall be used, in part, for submitting and reviewing progress payments. Additional details may be found under section 4.10 of the solicitation documents

The Construction Schedule shall indicate each significant construction activity separately and identify the first workday of each week with a continuous vertical line. Construction activities that require three months or longer to complete, shall indicate an estimated completion percentage in 10 percent increments within time bar.

2.5 General Requirements

- A. The Contractor shall verify the locations, elevations and dimensions of all existing utilities, structures and other features affecting this work prior to construction. Call FLORIDA SUNSHINE STATE ONE CALL 1-800-432-4770. The contractor is responsible for repairing any damage to existing facilities, above or below ground that may occur as a result of the work performed by the contractor.
- B. The Contractor shall be familiar with the contents of the Florida Department of Transportation "Standard Specifications For Road and Bridge Construction" (latest edition), Florida Department of Transportation, Plans Preparation Manual, Florida Department of Transportation, Accessing Transit, Florida Accessibility Code, U.S. Department of Justice, ADA Standards for Accessible Design.
- C. All work shall be performed in a workmanship manner and shall conform to all applicable city, county, state and federal regulations and/or codes. The contractor shall be responsible for obtaining all permits and licenses required to begin work.
- D. All work must be properly permitted and comply with current governing building codes and all OSHA requirements. Safety and security procedures must be complied with as dictated by the District for the construction site and related areas including staging areas and roadways as required.
- E. Work performed under this contract shall not interfere with the normal operations of neighboring businesses or traffic patterns. Where traffic is restricted, the contractor shall comply with all rules and regulations of the local, county or state authorities regarding closing or restricting the use of public streets, highways and sidewalks. Traffic control on all local, county and state highway right-of way shall meet the requirements of the Manual of Uniform Traffic Control Devices (U.S. DOT/FHA) and the requirements of the local, county and state agencies having jurisdiction. Should the State Highway System be affected, concurrence from the Bartow Operations Center for MOT Plan shall be required.
 - (a) Limit work to normal business working hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, unless otherwise indicated. Weekend Hours: Saturday 7:00 a.m. to 7:00 p.m., Sunday 12:00 noon to 5:00 p.m.
 - (b) Do not interrupt utilities serving facilities occupied by others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1) Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2) Obtain Owner's written permission before proceeding with utility interruptions.
 - (c) Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption.
 - 1) Notify Owner not less than two days in advance of proposed disruptive operations.
 - 2) Obtain Owner's written permission before proceeding with disruptive operations
- F. The Contractor shall maintain, at the site, one copy of the drawings, specifications, addenda, change orders, and other modifications, in good order and marked currently to indicate field changes and selections made during construction. One copy of approved shop drawings, product data, samples and similar required submittals.
- G. The Contractor shall confine operation at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities and the contract documents and shall not unreasonably encumber the site with materials or equipment.
- H. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the contract. At project completion, the contractor shall remove all waste, materials, rubbish, Contractor tools, equipment, machinery, and surplus materials from and about the project.
- I. The Contractor shall coordinate all aspects of the project with, but not limited to, the construction team, subcontractors, project manager, and A&E if necessary. Facilitate construction/project meeting, adherence, and scheduling.

- J. The Contractor shall coordinate completion of Punch-list items with Architect/Engineer (if applicable) and the District's Project Manager.
- K. The Contractor shall be responsible for any and all change orders that result from any circumstance other than owner directed changes or unpredictable site conditions. Change orders shall require the Contractor to provide an Independent Cost Estimates (ICE) for each individual task that exceeds \$3000.00 when preparing Guaranteed Maximum Price (GMP). All changes must be pre-approved by the District's Project Manager, Contracting Officer, A&E, the FDOT, and the District's managers and/or Board of Directors, as necessary. The Contractor shall act as a consultant in all matters concerning the task orders provided by the District. All changes and GMP must be presented and approved prior to the execution of a task order.
- L. Provide any and all documentation and itemized values to the District's insurance company in cooperation with the District's Risk Management department in order to secure coverage as needed.
- M. The superintendent of the job site, as appointed by the Contractor shall be required to be present on the job site when sub-contractors are present. The superintendent shall be responsible for ensuring that the sub-contractors comply with all safety and security rules as dictated by the Safety and Security Manager for the District.

2.6 Specification and Drawing Conventions

Specification Content and Drawing Conventions as defined by the A&E, Lunz Prebor Fowler Architects:

- A. The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations.
 These conventions are as follows:
 - (a) Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - (b) Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - (a) Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - (b) Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
 - (c) Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

2.7 Legal Description

Parcel Details: 23-28-01-000000-031340

COMM NE COR OF NW1/4 OF SEC RUN S89-53-10W ALONG N LINE OF SAID NW1/4 1199.10 FT TO SURVEY BASE LINE OF SR 700 (US 98) RUN S42-46-17E ALONG SURVEY BASE LINE 170.04 FT N24-53-13E 74.85 FT TO NELY R/W LINE OF SAID SR 700 (PER SECTION 16320-2401) RUN N24-53-13E ALONG SAID R/W LINE 27.91 FT CONT ALONG R/W LINE N75-37-02E 28.06 FT TO S R/W LINE OF ROBSON ST PER OR 2313 PG 1832 RUN ALONG SAID S R/W LINE N89-53-10E 68.56 FT TO POB CONT N89-53-10 E 248.77 FT S20-38-06E 16.56 FT S00-07-27E 187.99

2.8 Vicinity Map

3255 Highway 98 North and Pyramid Parkway or Parcel Details: 23-28-01-000000-031340 as per the Polk County Property Appraiser.

<http://www.polkpa.org/CamaDisplay.aspx?OutputMode=Display&SearchType=RealEstate&Page=SimpleQuerySearch&ParcelID=232801000000031340>



2.9 Design Specification

The Design Specifications, attached hereto as Exhibit-1, provide a detailed project description outlining all aspects of the park and ride construction. The Drawing Index is as follows:

DRAWING INDEX		50% REV 12.19.13	95% REV 01.31.14	PERMIT 02.28.14	PERMIT COMMENTS 04.15.14	REV 1 06.18.14	CONST. 11.25.14
SHEET #	SHEET TITLE						
A-CVR	Cover Sheet	•	•	•	•		•
Civil							
C-100	Cover Sheet	•	•	•	•	•	•
C-200	General Notes	•	•	•	•		•
C-300	Existing Conditions – Demolition Plan	•	•	•	•		•
C-400	Site, Signage and Marking Plan	•	•	•	•		•
C-500	Grading and Drainage Plan	•	•	•	•	•	•
C-600	Construction Details	•	•	•	•		•
Landscape							
L-101	Landscape Planting Plan	•	•	•			•
IR-101	Irrigation Plan		•	•			•
IR-102	Irrigation Details		•	•			•
Architecture							
A-101	Site Plan, Floor Plan and Reflected Ceiling Plan	•	•	•			•
A-102	Kiosk and Site Sign Floor Plan, Elevation and Section		•	•			•
A-103	Site Sign Details		•	•			•
A-104	Specifications		•	•			•
A-105	Specifications		•	•			•
Plumbing							
P-101	Plumbing Site Plan			•			•
Electrical							
E-101	Electrical Site Plan		•	•			•
E-600	One Line, Legend and Schedules		•	•			•

2.10 Charging Station Equipment Specifications

The charging station specifications found in Exhibit -4 and outlined within the design specifications of Exhibit -1, sections A and E, may reflect the brand name or approved equivalent product as specified therein.

2.11 Security Camera Specifications

The security camera specifications found in Exhibit -3 and outlined within the design specification of Exhibit-1, section A-105 may reflect the brand name or approved equivalent product as specified therein.

- A. The Contractor shall run all necessary underground PVC conduit from the light poles to the kiosk, as indicated in the attached Exhibit 2.
- B. The Contractor shall provide and install all materials and equipment necessary for the placement of six (6) pole mounted security cameras, three (3) soffit mount mini-dome cameras, and one (1) Digital Video Recorder (DVR).
- C. The six pole mounted cameras shall be located on the parking lot light poles as indicated in Exhibit-2. The exact placement shall be coordinated with the District's Project Manager prior to installation.
 - (a) The cameras shall be equivalent to the outdoor, IP66 weatherproof, IK10 rated vandal resistant, pan/tilt/zoom, dome camera with pole mounts, as specified in Exhibit-3 as the CSP-IPPZ2.
- D. The three soffit mounted cameras shall be located at the kiosk as indicated in Exhibit-2. The exact placement shall be coordinated with the District's Project Manager prior to installation.
 - (a) The cameras shall be equivalent to the outdoor, IP66 weatherproof, IK10 rated vandal resistant, mini-dome cameras as specified in Exhibit-3 as the SNCDH140T.
- E. The DVR shall be located in the kiosk as indicated in Exhibit-2. The exact placement shall be coordinated with the District's Project Manager prior to installation.
 - (a) The DVR shall be equivalent to sixteen channel, HD-SDI, 1080p real-time, live view DVR specified in Exhibit-3 as the CSP-EXTREME16SDI.
 - (b) Additional DVR components shall include the power supply, hard drive, 22" monitor, and DVD burner.

2.12 Reports

The Contractor shall provide, to the Project Manager and Contracting Officer, weekly construction reports; recording the following information, concerns, or events, as applicable, at Project site:

- 1) List of subcontractors and approximate count of personnel at Project site.
- 2) Equipment at Project site.
- 3) Material deliveries.
- 4) Accidents and Emergency procedures.
- 5) Orders, permits, and requests of authorities having jurisdiction.
- 6) Services connected, disconnected, or meter readings, if applicable.
- 7) Equipment or system tests and startups.
- 8) General weather conditions, including presence of rain.
- 9) Stoppages, delays, shortages, and losses.
- 10) *Site Condition Reports. Also see Site Investigation under section 4.11 of the solicitation documents.
- 11) Meetings and significant decisions.
- 12) Change Orders requested, received, and/or implemented.
- 13) Substantial Completions and Acceptance.

*Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report, to include a detailed description of the differing conditions, together with resolution recommendation, noting the area of change within the Contract Documents. Any differing conditions shall be additionally documented through the use of photographs.

2.13 Warranties

See section 4.10 through section 4.42 of the solicitation documents.

2.14 Exhibits

- Exhibit -1: Park and Ride Design Specifications
- Exhibit -2: Security Camera Site Location
- Exhibit -3: Security Camera & DVR Specifications
- Exhibit -4: Charging Station Specifications
- Exhibit -5: FDOT Park and Ride Guide Lines

2.15 Reference Sites

- A. FDOT Standard Specifications For Road and Bridge Construction: <http://www.dot.state.fl.us/specificationsoffice/>
- B. FDOT Plans Preparation Manual: <http://www.dot.state.fl.us/rddesign/PPMManual/PPM.shtm>
- C. FDOT Accessing Transit: <http://www.dot.state.fl.us/transit/Pages/NewTransitFacilitiesDesign.shtm>
- D. Florida Accessibility Code: <http://www.dot.state.fl.us/projectmanagementoffice/ADA/>
- E. ADA Standards for Accessible Design: <http://www.dot.state.fl.us/projectmanagementoffice/ADA/>
- F. Florida Sunshine State One Call: <http://www.callsunshine.com/>

2.16 Price/Fee Schedule

- A. Pricing offered shall be outlined in the schedule of values, as stated in section 2.3. Each application for payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the contract documents. The schedule of values shall allocate the entire contract sum along the various phases of work, the percentage of completion, and retainage to be withheld. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy.
- B. The contract price shall include all applicable federal, state, and local taxes and duties. The District is exempt from Florida state and local sales and use taxes, and any such taxes included on any invoice or voucher received by the District shall be deducted from the amount of the invoice or voucher for purposes of payment.
- C. Provide a breakdown of pricing details, service description and/or labor type and the services provided on the schedule of values or a separate document, if necessary. Please Note, as stated in Attachment 2 (LAMTD Standard Contract) section 4(c) "Cost-plus percentage of cost contracts are prohibited by federal law".
- D. The maximum contract amount, as stated in section 1.7, is reflective of the anticipated cost to be incurred for all aspects of service and production, inclusive of but, not limited to, third party costs.

SECTION 3.0 –GENERAL PROVISIONS and PROCEDURES

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3.1 Business Entity Registration

The District requests business entities to complete a registration form found on the District’s website, Firms need not register with the District to present an offer; however, the selected Offeror(s) must register prior to award of a contract as failure to register may result in the rejection of the offer.

It is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this solicitation.

3.2 Request for Clarification

Requests for additional information or clarifications must be made in writing and received by the District’s Contracting Officer no later than 5 business days prior to the solicitation due date. The request must contain the solicitation number and title, Offeror’s name, contact person, street and email address, phone number, and facsimile number.

The District will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the solicitation Due Date. Offerors should not rely on any representations, statements or explanations other than those made in this solicitation or written addendum thereto. Where there appears to be conflict between the solicitation and any addenda issued, the last addendum issued shall prevail.

It is the Offeror’s responsibility to ensure receipt of all addenda with the designated Contracting Officer prior to submitting an offer. Additionally, Offerors are required to acknowledge the number of addenda received as part of their submission **(see attached Form P, the addenda signature block, or block 14 of the solicitation overview)**.

Offerors who obtain copies of this solicitation from sources other than the District’s website or DemandStar risk the possibility of not receiving any or all addenda, since their names may not be appear on the Vendor or Bidders List for this particular solicitation. Such Offerors are solely responsible for those risks.

3.3 Extension of Time

If an Offeror requires more time to prepare their offer, a request for extension may be forwarded in writing not later than five (5) working days prior to the due date for submittal.

Granting an extension will be based on the number of such requests and the reason(s) for each request. The decision to grant an extension will be solely at the discretion of the District. In the event of an extension, prospective Offerors will be notified immediately and appropriate addenda will be issued.

3.4 Contractor Personnel

Contractor personnel shall have professional conduct and appearance, proper footwear; and vendor identification worn in visible sight at all times while working on the premises. Appropriate protective clothing, shoes and other safety equipment shall be worn as required.

The Project Manager may request removal of any Contractor personnel without professional conduct, appearance, not properly dressed, or without a proper identification.

In accordance with State of Florida Executive Order Number 11-116 the Contractor and/or sub-contractor personnel shall be legally eligible to work in the United States. Documentation shall be available, upon request, and may be provided in the form of the U.S. Department of Homeland Security E-verify system <http://www.uscis.gov/e-verify> or its U.S. Citizenship and Immigration Services (USCIS) Form I-9.

3.5 Listing of Subcontractors and/or Suppliers

Offers shall include a listing of subcontractors and suppliers who will be used on the contract. (See Form A)

3.6 Fair Subcontracting Policies

All selected Offerors on District contracts in which subcontractors may be used shall be subject to and comply with, requiring Offerors to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- (a) notifies the broadest number of subcontractors of the opportunity to be awarded a subcontract;
- (b) invites subcontractors to submit bids/proposals in a practical, expedient way;
- (c) provides subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- (d) allows subcontractors to meet with appropriate personnel of the Offeror to discuss requirements; and
- (e) awards subcontracts based on full and complete consideration of all submitted bid/proposals and in accordance with the Offeror's stated objectives.

All Offerors seeking to contract with the District must provide a statement of their subcontracting policies and procedures.

3.7 Conflict of Interest

As per Chapter 112, Florida Statutes, the Offeror shall state if it represents clients that may present conflicts or potential conflicts with representation of the District. Offerors shall provide a list of any potential conflicts by description. Offerors need not identify a particular client. If conflicts are listed, the Offeror shall address how these conflicts will be resolved. (See required Form D)

A Conflict of Interest, actual or apparent, shall render this Agreement voidable. A Conflict of Interest may arise in any of the following:

- (a) A District employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, in a firm, corporation, partnership or business entity that seeks to transact business with the District.
- (b) A contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to the recipient due to other activities, relationships, contracts, or circumstances.
- (c) A contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
- (d) During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

3.8 Proprietary/Confidential Information

Offerors are hereby notified that all information submitted as part of, or in support of, an offer will be available for public inspection, in accordance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law." Please note that the District is bound by a broad public records disclosure law (Chapter 286 et. seq., Florida Statutes, the "Sunshine Act"). If your firm wishes to declare any trade secret information in its submission as proprietary/confidential, please mark "Proprietary/ Confidential Information" or the substantial equivalent thereof on EACH page you wish redacted (withheld) from public records disclosure (Ch. 812.081; 815.04, et seq., Florida Statutes). You must provide the appropriate Florida Statute citation in order for each section to be declared as trade secret/confidential, and a written explanation (Form N). However, doing so does not guarantee that the District will be able to comply with such a request should your firm provide documents that do not meet the statutory definition of a confidential trade-secret, notwithstanding the aforementioned marking, and/or if a public records requestor successfully challenges the redaction in a court of law. Accordingly, by submitting an offer, your firm acknowledges the foregoing and consents to holding the District and its employees harmless for necessary disclosures of information pursuant to a properly filed public records request. The District is not liable for necessary and proper disclosures of information pursuant to a properly filed public records request, and by submitting an offer, your firm consents to this waiver. The redaction or return of information pursuant to this paragraph may render an offer non-responsive.

3.9 Submittal Requirements

Submittal requirements are outlined within Section 5 of this solicitation.

3.10 Review of Submissions for Responsiveness

Each offer will be reviewed to determine responsiveness to the submission requirements as outlined through the solicitation. A responsive offer is one which follows the requirements of the solicitation, includes all documentation, is submitted in the format outlined, submitted on time, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in an offer being deemed non-responsive.

3.11 Late Submissions, Modifications and/or Withdrawals

A. Late Submissions: Offers received after the Submission Due Date, stated elsewhere, are late and will not be considered. Letters of withdrawal received either after the Submission Due Date or after Contract Award, whichever is applicable, are late and will not be considered.

The responsibility for submitting the offer to the District on or before the stated time and date is solely and strictly the responsibility of the Offeror. The District is not responsible for delays caused by any mail, package or couriers service, including the U.S. mail, or caused by any other occurrence.

B. Modified Proposals/Offers: Modifications received after the Submission Due Date are also late and will not be considered.

A modified offer may be submitted to replace all or any portion of a previously submitted offer up until the elsewhere stated Submission Due Date. The Selection Evaluation Committee will only consider the latest version of the offer, proposal, bid, or qualifications submission.

C. Withdrawal of Proposal/Offer Submittals: Offer submissions shall be irrevocable until contract award unless the offer is withdrawn. A offer may be withdrawn in writing only, addressed to the District contact person for this solicitation (in accordance with **Section 1.4**), prior to the Due Date or upon the expiration of one hundred twenty (120) calendar days after the opening of offer submissions. Unauthorized conditions, limitations, or provisions attached to an offer may cause its rejection. **NO oral, telegraphic, telephonic, or facsimile (FAX) offers or modifications will be considered unless otherwise stated.**

3.12 Solicitation Postponement and/or Cancellation

The District may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this solicitation process; or waive any irregularities in this solicitation or in the responses received as a result of this process. The District reserves the right to request and evaluate additional information or clarification from any respondent after the submission deadline as the District deems necessary.

3.13 Solicitation Evaluation and Award

Solicitation evaluation and award process are outlined in Section 5 of this solicitation.

3.14 Right of Protest

The recommendation for contract award of an offer may be protested by an offeror in accordance with the District's procedures. The District's Policy Manual, found at www.ridecitrus.com defines the procedure that will be followed for resolution of protests arising from the procurement process. The District reserves the right to waive any minor informalities or irregularities that do not prejudice other Offerors and/or to reject any and all offerors submitted in response to any solicitation. Conditional offers or those that take exception to the Scope of Work or Specifications may be considered non-responsible and may be rejected by the District.

3.15 Invoicing and Payment

Invoicing and Payment Procedures are outlined within Section 7 of Attachment 2, District Contract.

Prompt payment discounts will not be considered in evaluating bids for award. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.

3.16 Cost Incurred

All expenses involved with the preparation and submission of offers to the District, or any work performed in connection therewith, shall be borne by the Offeror(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Offeror(s) prior to commencement of work as defined by a contract and/or approved by the Board of Directors for the Lakeland Area Mass Transit District.

3.17 Insurance Requirements

The levels of coverage below represent limits necessary for most goods or services provided to the District. Submit a copy of a certificate, verification of coverage, or similar document as current proof of insurances indicated below. Should an Offeror view the coverage as excessive or request any variances, exception may be taken as outlined in Section 5.4.

A. Workers Compensation shall be maintained by the selected firm or individual for all employees engaged in the work under the contract in accordance with the laws of the State of Florida. Employers Liability Insurance shall be maintained by the selected firm or individual at limits not less than the following:

\$ 500,000	Each Accident
\$ 500,000	Disease Each Employee
\$1,000,000	Disease Aggregate

Proof of workers compensation for each employee will need to be submitted upon award.

B. Comprehensive General Liability Insurance shall be maintained by the selected firm or individual with limits not less than the following:

\$1,000,000	Bodily Injury and Property Damage - each occurrence
\$1,000,000	Personal Injury - each occurrence
\$2,000,000	General Aggregate **
\$2,000,000	Products/Completed Operations Aggregates limit

Coverage shall include Contractual Liability and Independent Contractors Liability.

C. Automobile Liability Insurance shall be maintained by the selected firm or individual with a combined single limit of not less than \$1,000,000 Bodily Injury and Property Damage in accordance with the laws in the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

D. Professional or General Liability Insurance (as applicable) shall be maintained by the selected firm or individual with a combined single limit of not less than \$1,000,000 protecting the selected firm or individual against claims of the District for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the selected firm or individual.

E. The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance. The insurance company(ies) must maintain a minimum rating of A- as assigned by AM Best.

F. The Contractor will be held responsible for all deductibles and self-insured retentions that may be contained in the Contractor's Insurance policies

G. Certificate of Liability Insurance, naming the District as an "Additional Insured" shall be provided within 5 days of the District's "Notice of Intent to Award" and prior to performing services outline elsewhere in this document.

3.18 Rules, Regulations and Licensing Requirements

The Offeror shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Offerors are presumed to be licensed to do business in the state of Florida and be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Renovation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities. Lack of knowledge by the proposer will in no way be cause for relief from responsibility.

3.19 Independent Private Sector Inspector General Review

In connection with any award issued as a result of this solicitation, the District has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the District deems it appropriate to do so. Upon written notice from the District, the selected Offeror shall make available to the IPSIG retained by the District all requested records and documentation pertaining to this solicitation or any subsequent award, for inspection and copying. The District will be responsible for the payment of these IPSIG services, and under no circumstance shall the Offeror's cost/price for this solicitation or any subsequent work orders awarded be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Offeror, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the District to conduct, audit or investigate the operations, activities and performance of the selected Offeror in connection with this solicitation or any contract issued as a result thereof. The terms of this provision are neither intended nor shall they be construed to impose any liability on the District by the selected Offeror or third party.

3.20 Safety and Security

A. Security: The Contractor and Contractor's personnel shall abide by all security procedures, rules and regulations established at the complex, and shall cooperate with Citrus Connection and Lakeland Police Department. The Contractor shall provide the Citrus Connection security officer and Project Manager, at the Contractor's expense, a police background check of each prospective Contractor personnel prior to the personnel's start of services and, thereafter, upon Citrus Connection's request. Based on the results of this security check and at the sole discretion of Citrus Connection, any Contractor personnel may be barred from working in sensitive areas.

If it is determined by police investigation and proper documentation that a Contractor personnel has acted unlawfully while at the premises (removing or damaging any property of Citrus Connection or any party at the facility) the Contractor shall hold full responsibility for the personnel, including any restitution; the personnel shall be removed from service of the contract; and Citrus Connection may seek further prosecution of the Contractor and the personnel to the extent of the law.

B. Cellular Phones and Electronic Devices: The Contractor shall comply with the District's policy regarding the use of Cellular Phones and Electronic Devices. The Contractor and Contractor employees shall not use electronic communication devices and accessories while on duty in safety sensitive areas. Electronic communication devices include cellular phones (including those with hands-free devices), scanner, walkie-talkie, tape recorder, Compact Disc (CD) player or cassette/walkman, radio, MP3 Player, boom-box, game-boy and other electronic device used to transmit, receive or record information. The safety sensitive areas will be identified by the Project Manager at the Kick-off meeting.

3.21 Performance Standards

A. Quality Control-Inspection and Acceptance: All services or tasks performed under the contract shall be subject to inspection and acceptance by the Project Manager or an authorized representative while the work is in progress or after its completion. If any of the items described in Section 2 are determined to be unsatisfactory (does not meet standards) or is found to be otherwise not in accordance with the requirements of this contract, the Project Manager or his/her designee shall notify the Contractor and the Contractor shall take immediate steps to take corrective action and schedule re-inspection. The District will be the sole judge as to the acceptability of the work and the condition of the facilities.

The District reserves the right to declare service personnel to be unacceptable for work under this contract without cause or reason and if so declared, the Contractor shall remove and replace the individual immediately. If such declaration is given orally, the District will issue a written confirmation to the contractor within five (5) working days of the oral notification.

B. Administrative Charges: In the event of a failure to complete any service(s) or task(s) in accordance with the contract or to the satisfaction of the District, within any stipulated time, the District may assess an administrative cost for the failure to perform such work. These charges shall be based on the cost which would be incurred should the District staff or another Contractor have to perform the work and may be assessed on a daily basis. Any further action necessary, will be in accordance with Section 8 of the contract.

3.22 Criminal Conviction

Any individual who has been convicted of a felony during the past ten years, and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving payment from the District.

3.23 Public Entity Crimes

All Requests for Proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

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

All vendors who submit an offer to the District are guaranteeing that they have read the previous statement, and by signing the solicitation documents, are qualified to submit an offer under Section 287.133, (2)(a) Florida Statutes.

3.24 Bankruptcy

Any Offeror, who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or is in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Offer under federal bankruptcy law or any state insolvency law, may be deemed non-responsive.

3.25 No Waiver of Sovereign Immunity

The District is an agency and a body politic of the State of Florida and, as such, is entitled to the benefits of sovereign immunity provided in the Florida Constitution and the statutes and laws of the State of Florida. With this background, nothing contained in this solicitation nor contained in the contract to be entered into herefrom, whether by action or provisions hereof, shall constitute any waiver by the District of the benefits of said sovereign immunity under the laws of the State of Florida.

THE DISTRICT SHALL NOT INDEMNITY, HOLD HARMLESS OR DEFEND THE CONTRACTOR FOR ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, JUDGMENTS, FINES, SETTLEMENTS OR OTHER AMOUNTS ARISING FROM THIS SOLICITATION OR THE CONTRACT.

THE DISTRICT SHALL NOT PROVIDE INSURANCE FOR THE CONTRACTOR. THE CONTRACTOR MUST INCLUDE THE COST OF ANY INSURANCE IT REQUIRES IN ITS OFFER.

3.26 Contingency Fees

By submitting an offer, Contractor certifies that no contingency fees (sometimes known as a finder's fee) has been paid to any person or organization other than a bona-fide employee working solely for the Contractor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the contractor.

3.27 Federal Clauses

Performance resulting from a competitive solicitation shall constitute the Awardee's acceptance of the clauses under Attachment 1 to the solicitation, which are required by Federal law as the District may expend Federal Transit Administration grant funds for this procurement.

SECTION 4.0 – SPECIAL PROVISIONS and PROCEDURES

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4.1 Licenses, Permits and Responsibilities

The Contractor shall, without additional expense to the District, be responsible for obtaining any necessary licenses and permits and for complying with any federal, state, county, and municipal laws, codes, and regulations applicable to the performance of the work, including, but not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work. The Contractor also shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor also shall be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

4.2 Bid Bond

A Bid Bond shall be provided on the form accompanying this solicitation (or a certified check payable to the Lakeland Area Mass Transit District from a bank acceptable to the District) in an amount equal to 5% of the total offer/bid price and must be submitted by each offeror prior to the deadline set by the District for bid submission. The Bid Bond must be executed strictly in accordance with FTA 4220.1F and the instructions printed thereon. Failure to comply with the requirements for a Bid Bond may render an offeror ineligible for further consideration for award.

4.3 Performance and Payment Bonds

- (a) Performance Bond: The Contractor shall provide a Performance Bond if the contract amount exceeds \$100,000.
- (b) Payment Bond: The Contractor shall provide a Payment Bond if the contract amount exceeds \$25,000.
- (c) All required bonds shall be executed in accordance with FTA 4220.1F and provided on the forms accompanying the solicitation in an amount equal to one hundred percent (100%) of the contract amount. The surety company providing the bonds must be authorized to do business in the State of Florida. The surety company shall be approved for the amount of the bonds and, either hold a certificate of authority from the U.S. Department of Treasury or have obtained reinsurance from a Treasury listed insurer.
- (d) The Contractor shall be required to submit all required bonds within ten (10) days from the date of Notice of Award.

4.4 Additional Bond Security

The Contractor shall promptly furnish additional security required to protect the District and persons supplying labor or materials under this contract if –

- (a) any surety upon any bond furnished with this contract becomes unacceptable to the District;
- (b) any surety fails to furnish reports on its financial condition as required by the District; or
- (c) the contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the contracting Officer.

4.5 Exceptions to Bond Security

- (a) Security Bonds are not required for solicitations less than \$25,000
- (b) Security Bonds for solicitation greater than \$25,000 but less than \$50,000 may be waived should the contractor demonstrate, to the satisfaction of the District, that good or services supplied pursuant to this contract, do not require subcontracts or material for which a lien can be attached.

4.6 Public Construction Retainage

The maximum rate of retainage is 10 percent. When 50 percent of the work is complete, the rate of retainage must be reduced to 5 percent. After 50 percent completion, as defined by statute, the contractor may elect to withhold retainage from the subcontractors at a rate higher than 5 percent based on the subcontractor's past performance, the likelihood that such performance will continue, and other available safeguards. FLA. STAT. ANN. § 255.078.

With the state's approval, a contractor may substitute securities in lieu of retainage. FLA. STAT. ANN. § 255.052.

For contracts with the Dept. of Transportation, the department may also withhold up to 10 percent retainage if the contractor fails to timely complete or falls behind in work progress. See FLA. STAT. ANN. §§ 337.175; 337.015.

4.7 Certification of Eligibility

- (a) 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 4(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 4(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4.8 Davis-Bacon Act

(a) All laborers and mechanics employed or working upon the site of the work 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 wage 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, subject to the provisions of subparagraph (d) of this clause; 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 period. Such laborers and mechanics shall be paid not less than 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 the clause of these provisions entitled "Apprentices and Trainees". 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 (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) (1) 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:

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

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

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

(2) 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, D.C. 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.

(3) 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause, 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.

(c) 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.

(d) 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.

4.9 Wage Rates

All persons employed in the performance of the work under this contract, or any subcontracts hereunder, shall be paid not less than the general rates of per diem, holiday, and overtime wages prevailing in the locality for work of a similar character (which wages are specified in an attachment to this contract).

4.10 Construction Schedule

(a) Promptly after contract award, the Contractor shall meet with the Contracting Officer to discuss project scheduling and, at that meeting, shall submit a practicable schedule showing the order in which the Contractor proposes to perform the work and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a network analysis of suitable scale to indicate appropriately the percentage of the Contractor's work breakdown schedule which will be completed by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the schedule as directed by the Contracting Officer and, upon doing so, immediately shall deliver a copy of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the District. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the terms of this contract.

4.11 Site Investigation and Conditions Affecting the Work

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including, but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, flooding patterns and water drainage, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor acknowledges that its undertaking to complete the contract within the contract schedule includes an allowance for the normal number of days in which contract work may be partially or totally delayed because of weather during the season and at the location the contract will be performed and that the Contractor shall not be entitled to excusable delays or compensation for such delays. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, access to the site, and territory surrounding the site, including all exploratory work done by the District as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work or for proceeding to perform the work successfully without additional expense to the District.

(b) The District assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the District. Nor does the District assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

4.12 Layout of Work

The Contractor shall lay out its work from District-established base lines and bench marks indicated on the drawings and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

4.13 Material and Workmanship

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor also shall obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

4.14 New Material

Unless this contract specifies otherwise, the Contractor represents that the supplies and components (including any former property of the District identified in this contract) are new, including recycled (not used or reconditioned) and are not of such age or so deteriorated as to impair their usefulness or safety. If the Contractor believes that furnishing used or reconditioned supplies or components will be in the District's interest, the Contractor shall so notify the Contracting Officer in writing. The Contractor's notice shall include the reasons for the request along with a proposal for any consideration to the District if the Contracting Officer authorizes the use of used or reconditioned supplies or components.

4.15 Installation

(a) The Contractor shall completely install, and make ready for use all items covered by this contract.

(b) The Contractor shall deliver, assemble and install items in accordance with the manufacturer's recommendations and best commercial practices.

4.16 Operations and Storage Areas

(a) The Contractor shall confine all operations (including storage of materials) on District premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the District, and its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the District. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

4.17 Protection of District Property

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on or about premises owned by, or under the control of, the District. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the District as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

4.18 Protection of Existing Site Conditions

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site which is not to be removed and which does not unreasonably interfere with the work required under this contract. The Contractor shall remove trees only when specifically authorized to do so and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

4.19 Specifications and Drawings

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of a discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any action or adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended; and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" (that is, "furnished and installed").

(d) Shop drawings means drawings submitted to the District by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The District may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and, if not approved as submitted, shall indicate the District's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings or from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Office for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of the specifications. Three sets (unless otherwise indicated) of all shop drawings will be retained by the Contracting Officer, and one set will be returned to the Contractor.

(h) This clause shall be included in all subcontracts at any tier.

4.20 Variation in Estimated Quantity

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request (in writing) an extension of time to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Contracting Officer, is justified.

4.21 Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:

- (1) in the specifications (including drawings and designs);
- (2) in the method or manner of performance of the work;
- (3) in the facilities, equipment, materials, services, or site to be furnished by the District; or
- (4) directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change in the Contractor's obligations shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances, and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required or, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a "proposal for adjustment" (hereafter referred to as proposal) based on defective specifications, no proposal for any change under paragraph (b), above, shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the District is responsible, the equitable adjustment shall include the increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must submit any proposal under this clause within 30 days after (1) receipt of a written change order under paragraph (a), above, or (2) the furnishing of a written notice under paragraph (b), above, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the District. The proposal may be included in the notice under paragraph (b), above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

4.22 Equitable Adjustments

(a) The provisions of the "Changes" clause in the Special Provisions are supplemented as follows:

(1) Upon written request, the Contractor shall submit a proposal, in accordance with the requirements and limitations set forth in the "Equitable Adjustments" clause, for work involving contemplated changes covered by the request. The proposal shall be submitted within the time limit indicated in the request for any extension of such time limit as may be subsequently granted. The Contractor's written statement of the monetary extent of a claim for equitable adjustment shall be submitted in the following form:

- (i) Proposals totaling \$5,000 or less shall be submitted in the form of a lump sum proposal with supporting information to clearly relate elements of cost with specific items of work involved to the satisfaction of the Contracting Officer, or his/her authorized representative.
- (ii) For proposals in excess of \$5,000, the claim for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract. The itemized breakdown shall, at the least, include the items specified in subparagraph (a)(2), below.

(2) Calculation of Direct Costs

- (i) Material quantities by trades and unit costs. (Manufacturing burden associated with material fabrication performed will be considered to be part of the material costs of the fabricated item delivered to the job site.)
- (ii) Labor breakdown by trades and unit costs. (Identified with specific item of material to be placed or operation to be performed.)
- (iii) Construction equipment exclusively necessary for the change.
- (iv) Costs of preparation and/or revision to shop drawings resulting from the change.
- (v) Employment taxes under FICA and FUTA.
- (vi) Bond Costs -- when size of change warrants revision.

(3) Calculation of Overhead, Profit and Commission

- (i) The allowable overhead shall be determined in accordance with the public contracting cost principles and procedures but in no case shall exceed the following. The percentages for profit and commission shall be negotiated and may vary according to the nature, extent and complexity of the work involved, but in no case shall exceed the following:

	OVERHEAD (%)	PROFIT (%)	COMMISSION (%)
TO CONTRACTOR ON THE WORK PERFORMED BY OTHER THAN HIS OWN WORKFORCE	0	0	10
TO THE FIRST TIER SUBCONTRACTOR ON WORK PERFORMED BY HIS SUBCONTRACTORS	0	0	10
TO CONTRACTOR AND/OR THE SUBCONTRACTORS FOR THAT PORTION OF THE WORK PERFORMED WITH THEIR RESPECTIVE WORKFORCES	15	10	0

- (ii) The Contractor or any subcontractor at any tier shall not be allowed any commission on the allowable profit or commission of any lower-tiered subcontractor. Equitable adjustments for deleted work shall include credits for overhead, profit and commission. On proposals covering both increases and decreases in the amount of the contract, the application of overhead and profit shall be on the net change in direct costs for the Contractor or subcontractor performing the work.
- (4) The Contractor shall submit with the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the contract in its entirety.
 - (5) In considering a proposal, the District shall check estimates in detail, utilizing unit prices where specified or agreed upon, with a view to arriving at an equitable adjustment.
 - (6) After receipt of a proposal the Contracting Officer shall act thereon. If the necessity to proceed with a change does not allow time properly to check a proposal, the change cannot be reasonably estimated, or in the event of a failure to reach an agreement on a proposal, the District may order the Contractor to proceed on the basis of price to be determined at the earliest practicable date. If appropriate, the contractor may be required to proceed in accordance with General Provision entitled Change Order Accounting (commonly referred to as Force Account or Time and Materials).
 - (7) If a mutually acceptable agreement cannot be reached, the Contracting Officer may determine the price unilaterally, subject to the "Disputes" clause of the General Provisions. (b) The provisions of the "Differing Site Conditions" clause prescribed by the General Provisions are supplemented as follows: The Contractor shall submit all claims for equitable adjustment in accordance with, and subject to the requirements and limitations set out in paragraph (a) of this "Equitable Adjustments" clause.

4.23 Time Extensions

Notwithstanding any other provisions of this contract, the time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The contract modification granting the time extension may provide that the contract completion date will be extended only for those specific elements so delayed and that the remaining contract completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule.

4.24 Excusable Delays

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the District in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless -

- (1) the subcontracted supplies or services were obtainable from other sources;
- (2) the Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and
- (3) the Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the District under the Termination Clause of this contract.

4.25 No Damages for Delay

Unless otherwise specifically provided for by the contract, the Contractor shall not be entitled to damages of any type resulting from hindrances, delays, or any other cause under this contract except when the work is stopped or suspended by a written order signed by the Contracting Officer or by intentional interference by the District.

4.26 Notice of Labor Disputes

(a) If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor immediately shall give notice, including all relevant information, to the Contracting Officer.

(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract under which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

4.27 Removal of Contract Personnel

(a) The Contractor and any subcontractor acknowledge that any person assigned to work under this Contract must perform their duties so as to not unduly impair contract performance. By assigning a person to work under this Contract, the Contractor agrees to be responsible for the behavior of that person during contract performance.

(b) The Contractor acknowledges that the District has the right to require the removal of any Contractor or subcontractor employee that the Contracting Officer determines, at his sole discretion, to be negatively effecting performance of work under the contract. Examples of such behavior include: (1) conduct which poses a threat to the safety of anyone working under the contract; (2) conduct which is disruptive to contract performance; (3) careless work performance; and (4) other behavior determined by the Contracting Officer to be objectionable or unduly hindering contract performance.

(c) Upon receipt of written notice from the Contracting Officer that a person's behavior is unduly impairing contract performance, the Contractor agrees to remove that person from doing any further work on the contract, and to cause that person to be removed from the worksite. The Contractor agrees that it is not entitled to any additional costs it may incur as a result of the removal of the person named by the Contracting Officer.

4.28 Seasonal Weather Conditions

Seasonal weather conditions shall be considered and included in the planning and scheduling of all work influenced by high and low ambient temperatures, precipitation and/or saturated soil to ensure completion of all work within the contract time. Contract time extensions for abnormal weather will be granted only to the extent that the actual time lost during a particular month exceeds the average lost time as specified elsewhere in this section. Time extensions granted for abnormal weather are not compensable.

4.29 Inspection of Construction

- (a) The word "work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work called for by this contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the District. All work shall be conducted under the general direction of the Contracting Officer and is subject to inspection and testing by the District at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Inspections and tests by the District are for the sole benefit of the District and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for damage to or loss of the material before acceptance; (3) constitute or imply acceptance; or (4) affect the continuing rights of the District after acceptance of the completed work under paragraph (i) below.
- (d) The presence or absence of an inspector from the District does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting officer. The District may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The District shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the District not to conform to contract requirements, unless in the public interest the District consents to accept the work with an appropriate downward adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the District may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.
- (h) If, before acceptance of the entire work, the District decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (i) Unless otherwise specified in the contract, the District shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Subject to the provisions of the "Warranty of Construction" clause hereof, acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the District's rights under any warranty or guarantee.

4.30 Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed unless the Contractor has given the written notice required; provided, that the time prescribed in (a), above, for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under the contract.

4.31 Suspension of Work

(a) The Contracting Officer may order the Contractor in writing to suspend all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the District.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended or delayed by an act of the Contracting Officer in the administration of this contract, or by his failure to act within the time specified in this contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension or delay, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

(c) No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension or delay, but not later than the date of final payment. No part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this clause.

4.32 District's Right to Carry Out the Work

If the Contractor fails or refuses to carry out all or any part of the work in accordance with the contract requirements or within the contract schedule and fails or refuses to correct such deficiency within seven days of receipt of written notice thereof from the District, the District, in its sole discretion and without waiving any other rights it may have, may elect to correct such deficiencies and charge the Contractor the cost of such corrections. Nothing in this clause shall relieve the Contractor of its obligation to perform the remainder of the work in accordance with the contract.

4.33 Ownership of Information

(a) All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the District and shall be delivered to the District upon 30 days notice by the District. With respect to software computer programs and/or source codes developed for the District, the work shall be considered "work for hire", i.e., District, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of law, be a work made for hire in accordance with the terms of this contract, contractor or subcontractor hereby assigns to the District all right, title and interest in and to any copyright, and the District shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.

(b) Should the offeror anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the proposal. Otherwise, the language in the first paragraph of this section prevails. If the proposer identifies such intellectual property ("Background IP") in its proposal, then the Background IP owned by the proposer on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the proposer. Upon contract award, the proposer or contractor shall grant the District a non-exclusive, royalty free license to use any of the proposer's/contractor's Background IP delivered to the District for the purposes contemplated by the contract.

4.34 Title to Submittals

All information, drawings, or other submittals required to be furnished by the Contractor to the District under this contract shall become the property of the District.

4.35 Publicity Releases

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this contract or the work hereunder which the Contractor or any of its subcontractors desires to make for purposes of publication in whole or in part, shall be subject to approval by the Contracting Officer prior to release.

4.36 Royalties and Patents

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the District harmless from loss on account thereof, except when a particular design, process,

or product of a particular manufacturer is specified by the District; provided, that, if the Contractor has reason to believe that the design, process, or product specified infringes a patent, the Contractor shall be responsible for such loss unless it promptly gives such information to the Contracting Officer.

4.37 Severability

If any provision of this contract, or the application thereof to any person or circumstances is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of this contract and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this contract in the event any provision hereof is declared illegal, invalid, or unenforceable.

4.38 Composition of Contractor

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

4.39 Use and Possession Prior to Completion

(a) The District shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the District intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The District's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the District has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the District's possession or use, notwithstanding the terms of the "Permits and Responsibilities" clause of this contract. If prior possession or use by the District delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

4.40 Warranty of Construction

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed, by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of one year from the date of final acceptance of the work. If the District takes possession of any part of the work before final acceptance, this warranty for such part of the work shall continue for a period of one year from the date the District takes possession.

(c) The Contractor shall remedy at the Contractor's expense (i) any failure to conform to the contract requirements or (ii) any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to real or personal property owned or controlled by the District, when the damage is the result of: (1) the Contractor's failure to conform to contract requirements; or (2) any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the District shall have the right to replace, remove, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) obtain all warranties that would be given in normal commercial practice; (2) require all warranties to be executed, in writing, for the benefit of the District, if directed by the Contracting Officer; and (3) enforce all warranties for the benefit of the District, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the District may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the District or for the repair of any damage that result from any defect in material or designs furnished by the District.

(j) This warranty shall not limit the District's rights under the "Inspection of Construction" clause of this contract with respect to latent defects, gross mistakes, or fraud.

4.41 Manufacturer's Warranty

Any and all standard manufacturer's warranties shall accrue to the benefit of the District. The manufacturer's warranties referenced herein shall be in addition to any contractual remedies set forth in this contract, and in addition to any and all other statutory remedies or warranties imposed on the Contractor for the benefit of the District.

4.42 Warranty of Supplies

(a) Definitions. "Acceptance," as used in this clause, means the act of an authorized representative of the District by which the District assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

"Supplies," as used in this clause, means the end item furnished by the Contractor and related services required under the contract. The word does not include "data."

(b) Contractor's Obligations.

(1) Notwithstanding inspection and acceptance by the District of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for one (1) years.

(i) all supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) the preservation, packaging, packing, and marking, and the preparation for and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies Available to the District.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 45 days after discovery of the defect.

(2) Within a reasonable time after the notice, the Contracting Officer may either –

(i) require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3) If the contract provides for inspection of supplies by sampling procedures, conforming of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract.

(4) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

- (i) require an equitable adjustment in the contract price for any group of supplies;
 - (ii) screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement;
 - (iii) require the Contractor to screen the supplies at locations designated by the District within the continental United States and to correct or replace all nonconforming supplies; or
 - (iv) return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.
- (5) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the District thereby if the Contractor –
- (i) fails to make redelivery of the corrected or replaced supplies within the time established for their return; or
 - (ii) fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
- (6) Instead of correction or replacement by the District, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The District is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.
- (7) The rights and remedies of the District provided in this clause are in addition to and do not limit any rights afforded to the District by law, equity, or any other clause of this contract.

4.43 Certificate of Entitlement

Section 212.08(6), Florida Statutes (F.S.) and Rule 12A-1.094, Florida Administrative Code (F.A.C.), (Public Works contracts), govern the taxability of transactions in which contractors and subcontractors purchase supplies and materials for use in public works contracts. Public works contracts are projects for public use or enjoyment, financed and owned by the government, in which private persons install tangible personal property that becomes a part of a public facility. The exemption in Section 212.08(6), F.S., is a general exemption for sales made directly to the government. Rule 12A-1.094, F.A.C., establishes the criteria that govern whether a governmental entity, rather than the public works contractor, is the purchaser of the materials.

Effective January 2, 2011, Section 8, Chapter 2010-138, Laws of Florida (L.O.F.), requires governmental entities (excluding the federal government) to issue a Certificate of Entitlement to each vendor and each contractor in order to purchase supplies and materials for use in public works contracts tax-exempt under Section 212.08(6), F.S. The Certificate of Entitlement certifies that: (1) the materials and supplies purchased will become part of a public facility; (2) the governmental entity will be liable for any tax, penalty, or interest due should the Department later determine that the items purchased do not qualify for exemption; and (3) the criteria established in Rule 12A-1.094, F.A.C., are being followed.

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Wage and Hour Division (WHD)

Instructions For Completing Payroll Form, WH-347

- [WH-347](#) (PDF)
OMB Control No. 1235-0008, Expires 02/28/2015.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the



Wage Determinations OnLine.gov

Providing public access to federal wage determinations and related information.

WDOL.gov is part of the Integrated Acquisition Environment, one of the E-Government initiatives in the President's Management Agenda. It is a collaborative effort of the Office of Management and Budget, Department of Labor, Department of Defense, General Services Administration, Department of Energy, and Department of Commerce.

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Service Contract Act	Davis-Bacon Act	Related Information
<ul style="list-style-type: none"> Selecting SCA WDs e98 Archived WDs WDs due to be revised PACT (Price Adjustment Calculation) <small>NEW!</small> 	<ul style="list-style-type: none"> Selecting DBA WDs Archived WDs WDs due to be revised Rollover Crosswalk 	<ul style="list-style-type: none"> Agency Labor Advisors Library DOL Wage and Hour Website

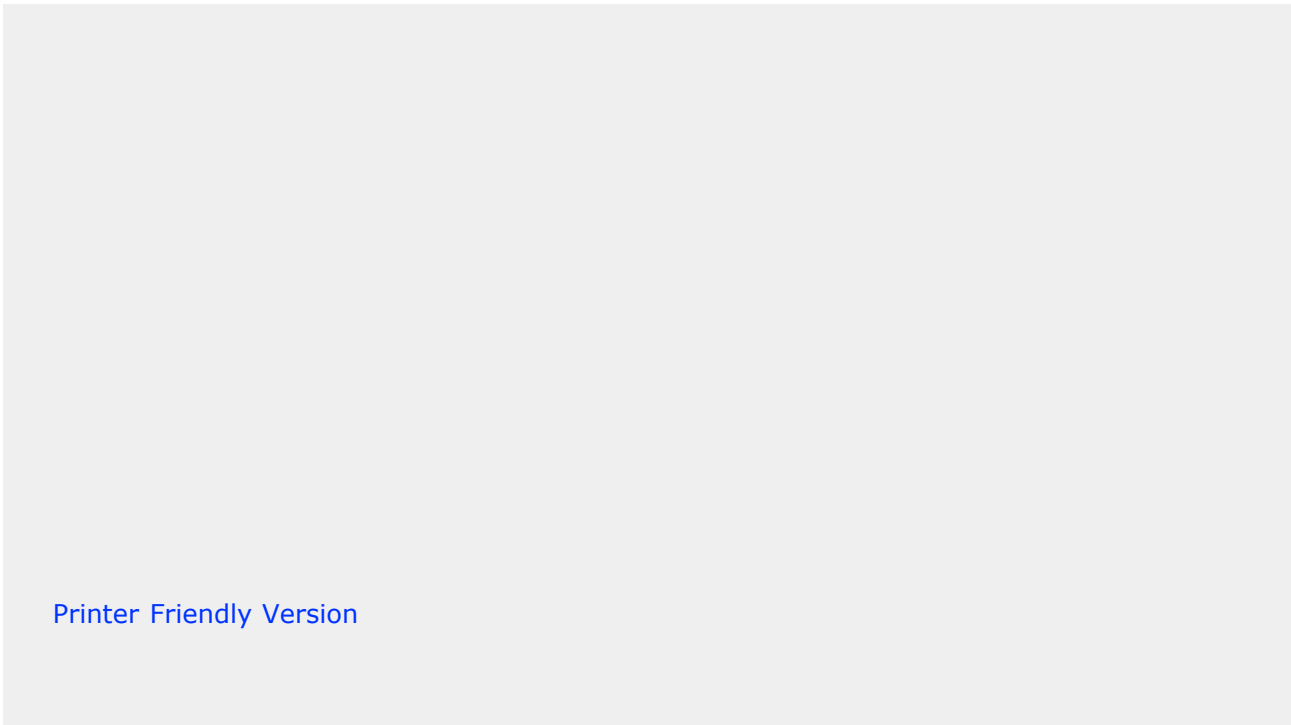
[Tool](#) NEW!

CAUTION: Users should note that the only WDs applicable to a particular solicitation or contract are those that have been incorporated by the contracting officer in that contract action.

Selecting DBA Wage Decisions

The Wage Determination you have requested is below.

Please scroll down to review the WD carefully to ensure that it is appropriate for the specific contract action.



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PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR			OR SUBCONTRACTOR			ADDRESS						OMB No.: 1235-0008 Expires: 01/31/2015													
PAYROLL NO.		FOR WEEK ENDING				PROJECT AND LOCATION					PROJECT OR CONTRACT NO.														
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT	OR	ST	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK				
						HOURS WORKED EACH DAY	FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS													
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____;
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

General Decision Number: FL150228 01/09/2015 FL228

Superseded General Decision Number: FL20140228

State: Florida

Construction Type: Highway

County: Polk County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. 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	01/02/2015
1	01/09/2015

* ELEC0915-004 12/01/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 26.01	16%+\$5.06

SUFL2013-046 08/19/2013		

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 14.38	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.52	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.57	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 15.38	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist).....	\$ 11.79	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.05	0.00
LABORER: Common or General.....	\$ 10.29	0.00
LABORER: Flagger.....	\$ 13.09	0.00
LABORER: Grade Checker.....	\$ 14.66	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.58	0.00
LABORER: Pipelayer.....	\$ 14.20	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.96	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.91	0.00

OPERATOR: Bulldozer.....	\$ 15.23	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Crane.....	\$ 22.04	0.00
OPERATOR: Curb Machine.....	\$ 18.45	0.00
OPERATOR: Drill.....	\$ 13.04	0.00
OPERATOR: Forklift.....	\$ 10.43	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 18.20	0.00
OPERATOR: Loader.....	\$ 15.39	0.00
OPERATOR: Mechanic.....	\$ 17.52	0.00
OPERATOR: Milling Machine.....	\$ 16.04	0.00
OPERATOR: Oiler.....	\$ 16.67	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.88	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 15.97	0.00
OPERATOR: Roller.....	\$ 13.01	0.00
OPERATOR: Scraper.....	\$ 12.21	0.00
OPERATOR: Screed.....	\$ 14.66	0.00
OPERATOR: Trencher.....	\$ 14.25	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.51	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 16.25	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.57	0.00

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

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

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

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END OF GENERAL DECISION