Regular Workshop – April 21, 2014
Agenda Item 8
Consent Item

Agenda Item:	Proposed Resolution 2014-09, Authorization to Execute Florida Department of Transportation (FDOT) Agreement BDX69 for Gulf of Mexico Drive Right-of-Way Mowing and Litter Collection
Presenter:	Town Manager and Public Works Director
Summary:	Gulf of Mexico Drive right-of-way enhanced maintenance, including mowing and litter removal, is funded in part through an agreement between the Town and FDOT. The current agreement expires May 31, 2014. The proposed agreement provides services for a period of three years with an option to renew for an additional three years.
Attachments:	2-28-14 Memo, Public Works Director to Manager; Proposed Resolution 2014-09; Proposed FDOT Agreement BDX69; FDOT Agreement BDK57.
Recommended Action:	Approval of the Consent Agenda will forward Resolution 2014-09 to the May 5, 2014, Regular Meeting for formal action.

RESOLUTION 2014-09

A RESOLUTION OF THE TOWN OF LONGBOAT KEY, FLORIDA, APPROVING A HIGHWAY MAINTENANCE AGREEMENT FOR GULF OF MEXICO DRIVE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING THAT THE AGREEMENT SHALL BE FOR A PERIOD OF THREE YEARS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation has constructed and been responsible for the maintenance of the two-lane, undivided highway designated as State Road 789, Gulf of Mexico Drive, within the corporate limits of the Town of Longboat Key; and

WHEREAS, a part of such maintenance entails mowing of the highway right-of-way adjoining the pavement on a regularly scheduled basis; and

WHEREAS, a part of such maintenance entails keeping the highway right-of-way adjoining the pavement free from litter on a regular basis; and

WHEREAS, the State of Florida Department of Transportation and the Town of Longboat Key wish to enter into a mutual agreement, assigning the responsibility to the Town of Longboat Key for such mowing and litter pickup on the highway right-of-way adjoining the pavement within the corporate limits of the Town of Longboat Key; and

WHEREAS, it has been determined by the Town Commission that the mutual agreement is reasonable and provides fair compensation from the State of Florida for such maintenance by the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LONGBOAT KEY, FLORIDA, THAT:

SECTION I. The Town Commission of Longboat Key does hereby approve the State of Florida, Department of Transportation Maintenance Agreement.

SECTION 2. The Town Commission of Longboat Key does hereby authorize the Mayor to execute the State of Florida, Department of Transportation Maintenance Agreement on behalf of the Town.

SECTION 3. This Resolution shall take effect immediately upon adoption.

ADOPTED by the Town Commission of the Town of Longboat Key this ____ day of _____, 2014.

_____
James L. Brown, Mayor

ATTEST:

_____
Trish Granger, Town Clerk

Attachment: FM Number 432728-1-78-04, Agreement No.: BDX69

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE AGREEMENT

This is an Agreement by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an Agency of the State of Florida, (hereinafter, "**DEPARTMENT**") and the **TOWN OF LONGBOAT KEY** (hereinafter, "**AGENCY**") for the **AGENCY** to provide maintenance services.

WITNESSETH

1. WHEREAS, the **AGENCY** has the authority to enter into said Agreement and to undertake the project hereinafter described, and the **DEPARTMENT** has been granted the authority to function adequately in all areas of appropriate jurisdiction and is authorized under Fla. Stat. §334.044 to enter into this Agreement; and
2. WHEREAS, the **AGENCY** by Resolution No. _____ dated the _____ day of _____, _____, a copy of which is attached hereto and made a part hereof, has authorized its officers to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

I. SERVICES AND PERFORMANCE

1. The **AGENCY** shall furnish certain services as described in ATTACHMENTS A and B, attached hereto and made a part hereof.
2. Locations, activities, quantities, cycles, and unit costs to be performed are listed in ATTACHMENT A.
3. Descriptions of how the activities are to performed are included in ATTACHMENT B.
4. A Supplemental Agreement shall be executed by both parties for any additions or deletions to the work described in ATTACHMENTS A and/or ATTACHMENT B. No work may commence without an executed Supplemental Agreement involving any such changes or revisions required to be covered in a Supplemental Agreement. Performance of any such services prior to the execution of a Supplemental Agreement will result in nonpayment of those services.
5. The **DEPARTMENT** will be entitled at all times to be advised, at its request, as to the status of work being done by the **AGENCY** and of the details thereof. Coordination shall be maintained by the **AGENCY** with representatives of the **DEPARTMENT**.
6. All services shall be performed by the **AGENCY** to the satisfaction of the Director who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement. The Director's decision upon all claims, questions and disputes shall be final and binding upon all parties. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable shall be left to the absolute discretion of the Director.

7. The work specified in this Agreement is governed by ATTACHMENT A and ATTACHMENT B.
8. Reference herein to Director shall mean the **DEPARTMENT'S** District Secretary for District One, or authorized designee.
9. Upon execution of the Agreement, the NOTICE TO PROCEED signed by the District Secretary, or designee, will be sent to the **AGENCY**. The NOTICE TO PROCEED must be issued to the **AGENCY** within sixty (60) days after Agreement execution.

II. TERM

1. This Agreement shall take effect on the execution date listed on page 7. The term for providing service under this Agreement shall be a period of three (3) years ("INITIAL SERVICE TERM"). Calculation for the INITIAL SERVICE TERM shall begin on the fourteenth (14^{th}) calendar day after issuance of the NOTICE TO PROCEED, or on the day the **AGENCY** begins work after receipt of the NOTICE TO PROCEED, whichever date is earlier.
2. Prior to expiration of the INITIAL SERVICE TERM, and subject to mutual agreement of the parties, this Agreement may be renewed ("RENEWAL TERM") for an additional three (3) years. Renewals shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT**. The **DEPARTMENT'S** performance and obligation to pay under any such renewal is contingent upon an annual appropriation by the Legislature. Any renewal or extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.
3. The **AGENCY** shall provide services unless terminated in accordance with Section VI below of this Agreement.

III. COMPENSATION AND PAYMENT

1. The **DEPARTMENT** shall pay the **AGENCY** for services rendered in accordance with this Agreement annually, as follows:

   Three (3) quarterly lump sum payments will be made in the amount of **Two Thousand Two Hundred Eighty Five Dollars and Sixty Nine Cents ($2,285.69)** and one (1) quarterly lump sum payment will be made in the amount of **Two Thousand Two Hundred Eighty Five Dollars and Sixty Seven Cents ($2,285.67).** The total annual contract/expenditure amount is **Nine Thousand One Hundred Forty Two Dollars and Seventy Four Cents ($9,142.74)**, unless the contract is amended.

   The total contract amount, unless amended, for all three (3) years is **Twenty Seven Thousand Four Hundred Twenty Eight Dollars and Twenty Two Cents ($27,428.22)**.

2. The lump sum payment above is based on the unit price for services that are listed in ATTACHMENT A.
3. The **DEPARTMENT** shall have the right to retain out of any payment due the **AGENCY** under this Agreement an amount sufficient to satisfy any amount due and owing to the **DEPARTMENT** by the **AGENCY** on any other Agreement between the **AGENCY** and the **DEPARTMENT**.
4. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under Fla. Stat. §215.422(14).
5. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the **DEPARTMENT**'S Project Manager prior to payments.
6. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
7. **AGENCY** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The **DEPARTMENT** has twenty (20) days to deliver a request for payment (voucher) to the **DEPARTMENT** of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
8. If a payment is not available within forty (40) days, a separate interest penalty in accordance with Fla. Stat. §215.422(3)(b), will be due and payable, in addition to the invoice amount, to the **AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **AGENCY** requests payment. Invoices which have to be returned to an **AGENCY** because of **AGENCY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.
9. A Vendor Ombudsman has been established within the **DEPARTMENT** of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state **AGENCY**. The Vendor Ombudsman may be contacted at (850) 413-5516.

   Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **AGENCY**'S general accounting records and the project records, together with supporting documents and records of the **AGENCY** and all subcontractors performing work on the project, and all other records of the **AGENCY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.
10. The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no

money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

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

IV. INDEMNITY AND INSURANCE

1. **LIABILITY INSURANCE.** The **AGENCY** shall carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $250,000 per person and $500,000 each occurrence, and property damage insurance of at least $50,000 each occurrence, for the services to be rendered in accordance with this Agreement. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.

2. **WORKER'S COMPENSATION.** The **AGENCY** shall also carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.

V. COMPLIANCE WITH LAWS

1. The **AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Fla. Stat. §119, and made or received by the **AGENCY** in conjunction with this Agreement. Failure by the **AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.

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

3. E-Verify. The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

VI. TERMINATION AND DEFAULT

1. This Agreement may be canceled by the **DEPARTMENT** in whole or in part at any time the interest of the **DEPARTMENT** requires such termination. The **DEPARTMENT** also reserves the right to seek termination or cancellation of this Agreement in the event the **AGENCY** shall be placed in either voluntary or involuntary bankruptcy. The **DEPARTMENT** further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the **AGENCY** upon sixty (60) days written notice to the **DEPARTMENT**.
2. If the **DEPARTMENT** determines that the performance of the **AGENCY** is not satisfactory, the **DEPARTMENT** shall have the option of (a) immediately terminating the Agreement, or (b) notifying the **AGENCY** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the **DEPARTMENT**.
3. If the **DEPARTMENT** requires termination of the Agreement for reasons other than unsatisfactory performance of the **AGENCY**, the **DEPARTMENT** shall notify the **AGENCY** of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

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

VII. MISCELLANEOUS

1. The **AGENCY** and the **DEPARTMENT** agree that the **AGENCY**, its employees, and subcontractors are not agents of the **DEPARTMENT** as a result of this Agreement for purposes other than those set out in Fla. Stat. §337.274.

2. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
3. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement

shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

4. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

VIII. ATTACHMENTS

1. All ATTACHMENTS referenced in this Agreement are incorporated and made a part of this Agreement.

ATTACHMENT A – Location and Cost Breakdown
ATTACHMENT B – Description of Maintenance Activities

IX. EXECUTION

In witness whereof, **TOWN OF LONGBOAT KEY** has caused this Agreement to be executed in its behalf, by the _____ or its designee, as authorized by its Resolution, and the **FLORIDA DEPARTMENT OF TRANSPORTATION** has caused this agreement to be executed in its behalf through its District Secretary or authorized designee. The execution date of this Agreement shall be this _____ day of _____, _____.

FDOT to enter effective date.

LONGBOAT KEY, FLORIDA

ATTEST:

BY: _____
CLERK

(SEAL)

_____
DATE

BY: _____

_____
TITLE

_____
PRINT NAME DATE

LONGBOAT KEY LEGAL REVIEW:

BY: _____
DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST:

BY: _____
EXECUTIVE SECRETARY (SEAL)

_____
PRINT NAME DATE

LEGAL REVIEW:

_____
DATE

BY: _____
DISTRICT ONE SECRETARY OR DESIGNEE

_____
PRINT NAME DATE

AVAILABILITY OF FUNDS APPROVAL:

_____
DATE

DISTRICT MAINTENANCE ADMINISTRATOR APPROVAL:

_____
DATE

ATTACHMENT "A"

LOCATIONS AND PRICES FOR THE TOWN OF LONGBOAT KEY

LOCATION: 1

Section: 13080 **Mile Post:** 0.00 - 4.545
State Road: SR 789

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Large Machine Mowing	16.662	Acres	12	$10.09	$2,017.43
Litter Removal	16.662	Acres	12	$9.78	$1,955.45

LOCATION: 2

Section: 17030 **Mile Post:** 3.870 - 8.975
State Road: SR 789

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Large Machine Mowing	21.682	Acres	12	$10.09	$2,625.26
Litter Removal	21.682	Acres	12	$9.78	$2,544.60

SUMMARY

Activity	Quantity	Units Cost	Cycles
Large Machine Mowing	38.344	$10.09	12
Litter Removal	38.344	$9.78	12

Total Annual Cost	**$9,142.74**
Three Quarterly Payments	**$2,285.69**
One Quarterly Payment	**$2,285.67**

ATTACHMENT "B"
SPECIFICATIONS

MAINTENANCE OF TRAFFIC.
(REV 7-19-13) (1-14)

SUBARTICLE 102-3.1 is deleted and the following substituted:

102-3.1 Beginning Date of Contractor's Responsibility: Maintain traffic starting the day work begins on the project, on the first day Contract time is charged, or on the day work begins on the work order, whichever is earlier.

SUBARTICLE 102-5.3 is deleted and the following substituted:

102-5.4 Crossings and Intersections:
Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any road or street crossing the project unless approved by the Engineer. Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the duration of the Contract. Restore any loss of detection within 12 hours. Use only detection technology listed on the Department's Approved Products List (APL) and approved by the Engineer to restore detection capabilities. Before beginning any construction, provide the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

ARTICLE 102-11 is deleted and the following substituted:

102-11 Method of Measurement.

102-11.1 General:
Devices installed/used on the project on any calendar day or portion thereof, within the allowable Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price for the applicable pay item, except those paid for as Lump Sum.

102-11.2 Traffic Control Officers:
The quantity to be paid for will be at the Contract unit price per hour (4 hour minimum) for the actual number of officers certified to be on the project site, including any law enforcement vehicles and all other direct and indirect costs. Payment will be made only for those traffic control officers specified in the Plans and authorized by the Engineer.

102-11.3 Special Detours:
When a detour facility is specifically detailed in the Plans, or is otherwise described or detailed as a special item, and an item for separate payment is included in the proposal, the work of constructing, maintaining, and subsequently removing such detour facilities will be paid for separately. Traffic control devices, warning devices, barriers, signing, and pavement markings for special detours will also be paid for separately.

When the Plans show more than one detour, each detour will be paid for separately, at the Contract lump sum price for each.

Where a separate item for a specific detour facility is included in the proposal, payment will be made under special detour.

102-11.4 Commercial Material for Driveway Maintenance:
The quantity to be paid for will be the certified volume, in cubic yards, of all materials authorized by the Engineer, acceptably placed and maintained for driveway maintenance. The volume, which is authorized to be reused, and which is acceptably salvaged, placed, and maintained in other designated driveways will be included again for payment.

102-11.5 Work Zone Signs:
The number of temporary post-mounted signs (temporary regulatory, warning and guide) certified as installed/used on the project will be paid for at the Contract unit price for work zone signs. When multiple signs are located on single or multiple posts, each sign panel will be paid individually. Signs greater than 20 square feet and detailed in the Plans will be paid for under Lump Sum MOT.

Temporary portable signs (excluding mesh signs) and vehicular mounted signs will be included for payment under work zone signs, only if used in accordance with the Design Standards.

102-11.6. Business Signs:
The number of business signs certified as installed/used on the project will be paid for at the Contract unit price for business signs.

102-11.7 High Intensity Flashing Lights:
The number of high intensity flashing lights (Type B) certified as installed/used on the project will be paid for at the Contract unit price for high intensity flashing lights (temporary - Type B).

102-11.8 Channelizing Devices:
The number of Type I, Type II, direction indicator barricade, Type III, vertical panel, drum and longitudinal channelizing devices certified as installed/used on the project meeting the requirements of Design Standards, Index No. 600 and have been properly maintained will be paid for at the Contract unit prices for barricade (temporary). Payment will be made for each channelizing device that is used to delineate trailer mounted devices. Payment will be made for channelizing devices delineating portable changeable message signs during the period beginning 14 working days before Contract Time begins as authorized by the Engineer.

102-11.9 Barrier Wall (Temporary):
The Contract unit price for barrier wall (temporary) will be full compensation for furnishing, installing, maintaining, and removing the barrier wall. When called for, the Contract unit price for barrier wall (temporary/relocate) will be full compensation for relocating the barrier. The certified quantity to be paid for will be determined by the number of sections times the nominal length of each section.

102-11.10 Lights, Temporary, Barrier Wall Mount:
The number of Type C steady burn lights, mounted on barrier wall, certified as installed/used on the project, meeting the requirements of the Design Standards and have been properly maintained will be paid for at the Contract unit price for lights temporary, barrier wall mount.

102-11.11 Glare Screen (Temporary):
The certified quantity to be paid for will be determined by the number of sections times the nominal length of each section.

102-11.12 Temporary Crash Cushions:

102-11.12.1 Redirective:
The quantity to be paid for will be the number of temporary crash cushions (redirective) certified as installed/used and maintained on the project, including object marker.

102-11.12.2 Gating:
The quantity to be paid for will be the number of temporary crash cushions (gating) certified as installed/used and maintained on the project, including object marker.

102-11.13 Temporary Guardrail:
The quantity to be paid for will be the length, in feet, of temporary guardrail constructed and certified as installed/used on the project. The length of a run of guardrail will be determined as a multiple of the nominal panel lengths.

102-11.14 Arrow Board:
The quantity to be paid at the contract unit price will be for the number of arrow boards certified as installed/used on the project on any calendar day or portion thereof within the contract time.

102-11.15 Portable Changeable Message Sign:
The quantity to be paid at the Contract unit price will be for the number of portable changeable message signs certified as installed/used on the project on any calendar day or portion thereof within the contract time. Payment will be made for each portable changeable message sign that is used during the period beginning fourteen working days before Contract Time begins as authorized by the Engineer.

102-11.16 Portable Regulatory Signs:
The quantity to be paid for will be the number of portable regulatory signs certified as installed/used on the project on any calendar day or portion thereof within the Contract time, will be paid for the Contract unit price for portable regulatory sign.

102-11.17 Radar Speed Display Unit:
The quantity to be paid for will be the number of radar speed display units certified as installed/used on the project on any calendar day or portion thereof within the Contract Time, will be paid for the Contract unit price for radar speed display unit.

102-11.18 Temporary Signalization and Maintenance:
For existing intersections, the quantity to be paid for will be the number of signalized intersections per day for the full duration of the Contract. For temporary intersections, the quantity to be paid for will be the number of signalized intersections per day for the duration of

the temporary intersection. No separate payment will be made for temporary signalization and maintenance at new intersections.

102-11.19 Temporary Traffic Detection and Maintenance:
For existing intersections, the quantity to be paid for will be the number of signalized intersections per day beginning the day Contract Time begins and ending the day the permanent detection is operational and the final lane configuration is in place. For temporary and new intersections, the quantity to be paid for will be the number of signalized intersections per day beginning the day the temporary detection is functional and ending the day: the permanent detection is operational and the final lane configuration is in place for a new intersection; or, when the detection is removed for a temporary intersection.

102-11.20 Work Zone Pavement Markings:
The quantities, furnished and installed, to be paid for will be the length of skip and solid pavement markings, and the area of pavement markings placed as follows:

(a) The total transverse distance, in feet, of skip pavement marking authorized and acceptably applied. The length of actual applied line will depend on the skip ratio of the material used. Measurement will be the distance from the beginning of the first stripe to the end of the last stripe with proper deductions made for unpainted intervals as determined by plan dimensions or stations, subject to 9-1.3.

(b) The net length, in feet, of solid pavement marking authorized and acceptably applied.

(c) The number of directional arrows or pavement messages authorized and acceptably applied.

(d) The number of temporary RPM's authorized and acceptably applied.

102-11.21 Temporary Raised Rumble Strips:
The quantity to be paid for will be the number of temporary raised rumble strip sets certified as installed/used on the project on any calendar day or portion thereof within the Contract Time.

102-11.22 Temporary Lane Separator:
The quantity of temporary lane separator to be paid for will be plan quantity, in feet, including drainage gaps, completed and accepted.

102-11.23Necessary Maintenance Services (Straight Time):
This item shall be used when using labor on Monday through Thursday. Time begins when the contractor's personnel starts performing MOT duties. This pay item does not include traveling to and from work sites. Time shall begin when the contractor or their personnel notifies the Engineer or their representative that set up is complete and they are ready to begin flagging operations and/or maintenance of devices. The contractor or their personnel will notify the Engineer or their representative when straight time ends and set-up or take-down begins. The contractor will be required and compensated for providing only one person to maintain the devices, unless otherwise directed by the Engineer.

102-11.24 Necessary Maintenance Services (Over Time):
This item shall be used when using labor on Fridays through Sunday and holidays. Time begins when the contractor personnel starts performing MOT duties. This pay item does not include

traveling to and from work sites. Time shall begin when the contractor or their personnel notifies the Engineer or their representative that set up is complete and they are ready to begin flagging operations and/or maintenance of devices. The contractor or their personnel will notify the Engineer or their representative when over time ends and set-up or take-down begins. The contractor will be required and compensated for providing only one person to maintain the devices, unless otherwise directed by the Engineer.

102-11.25 Emergency Maintenance of Traffic:
The contractor will be compensated for setting up and taking down the devices. The contractor will be compensated for one Maintenance of Traffic pay item per work document. This pay item will only be used when a work order is issued with a start date of less than 72 hours. Notification for work orders issued with notification of 72 hours or more before the start date will be considered incidental to the pay items on the work order, and no separate payment will be made therefore. Mobilization and all other cost incurred will be considered incidental to this pay item. No other pay items will be used.

102-11.26 Off Duty Law Enforcement Officer:
The contractor will be compensated per hour the officer is at the work site in accordance with the work document and/or as requested by the Engineer or their representative. Travel time is not included.

102-11.27 Truck Mounted Attenuator:
Payment will be made per day as stated in the work document or as directed by the Engineer or their representative. This pay item will be paid per day regardless of the number of locations work is performed at each site.

ARTICLE 102-12 is deleted.

ARTICLE 102-13 is deleted and the following substituted:

102-13 Basis of Payment.

102-13.1 Maintenance of Traffic (General Work):
When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

When the proposal includes a separate item of payment for this work, the work and incidental costs specified as being covered under this Section will be paid for at the contract unit price for the item of Mobilization.

When the proposal includes a separate pay item for Mobilization - Lump Sum, partial payment will be prorated based on the percentage of contract amount earned for work completed and accepted by the Department.

102-13.2 Traffic Control Officers:
Price and payment will be full compensation for the services of the traffic control officers.

102-13.3 Special Detours:
Price and payment will be full compensation for providing all detour facilities shown in the Plans and all costs incurred in carrying out all requirements of this Section for general MOT within the limits of the detour, as shown in the Plans.

102-13.4 Commercial Materials for Driveway Maintenance:
Price and payment will be full compensation for all work and materials specified for this item, including specifically all required shaping and maintaining of driveways.

102-13.5 Work Zone Signs:
Price and payment will be full compensation for all work and materials for furnishing signs, supports and necessary hardware, installation, relocating, maintaining and removing signs.

102-13.6. Business Signs:
Price and payment will be full compensation for all materials and labor required for furnishing, installing, relocating, maintaining, and removing the signs as well as the cost of installing any logos provided by business owners.

102-13.7 High Intensity Warning Lights:
Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing high intensity flashing lights (Type B).

102-13.8 Channelizing Devices:
Prices and payment will be full compensation for furnishing, installing, relocating, maintaining and removing the channelizing devices, including the costs associated with attached warning lights as required.

102-13.9 Barrier Wall (Temporary):
Price and payment will be full compensation for furnishing, installing, maintaining, and removing the barrier. When called for, barrier wall (temporary) (relocate) will be full compensation for relocating the barrier.

102-13.10 Lights, Temporary, Barrier Wall Mount:
Price and payment will be full compensation for all work and materials for furnishing, installing and maintaining the warning lights mounted on barrier wall. Payment will not be made for lights that are improperly placed or are not working.

102-13.11 Glare Screen (Temporary):
Price and payment will be full compensation for furnishing, installing, maintaining, and removing the glare screen certified as installed/used on the project. When called for, glare screen (relocate) will be full compensation for relocating the glare screen.

102-13.12 Temporary Crash Cushion (Redirective/Gating):
Price and payment will be full compensation for furnishing, installing, maintaining and subsequently removing such crash cushions. Payment for restoring damaged crash cushions will be the manufacturer's/distributor's invoice price for the new materials/parts plus 20% markup. The 20% markup is compensation for all necessary work including; but not limited to, labor, equipment, supplies and profit, as authorized by the Engineer. Additional MOT required for the repair of the crash cushion will be paid for under the appropriate MOT pay item.

102-13.13 Temporary Guardrail:
Price and payment will be full compensation for furnishing all materials required for a complete installation, including end anchorage assemblies and any end connections to other structures and for installing, maintaining and removing guardrail.

102-13.14 Arrow Board:
Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing arrow boards.

102-13.15 Portable Changeable Message Sign:
Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing portable changeable message signs.

102-13.16 Portable Regulatory Signs:
Price and payment will be full compensation for furnishing, installing, relocating, maintaining and removing a completely functioning system as described in these Specifications portable regulatory signs. Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing portable regulatory signs.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and/or MOT operations.

102-13.17 Radar Speed Display Unit:
Price and payment will be made only for a completely functioning system as described in these specifications. Payment will include all labor, hardware, accessories, signs, and incidental items necessary for a complete system. Payment will include any measurements needed to insure that the unit conforms to all specification requirements.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and/or MOT operations. Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing radar speed display unit.

102-13.18 Temporary Signalization and Maintenance:
Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic control signals including all equipment and components necessary to provide an operable traffic signal. Payment will be withheld for each day at each intersection where the temporary signalization is not operational within 12 hours after notification.

102-13.19 Temporary Traffic Detection and Maintenance:
Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic detection including all equipment and components necessary to provide an acceptable signalized intersection. Take ownership of all equipment and components. Payment will be withheld for each day at each intersection where the temporary detection is not operational within 12 hours after notification.

102-13.20 Temporary Raised Rumble Strips:
Price and payment will be full compensation for all work and materials described in this Section, including all cleaning and preparing of surfaces, disposal of all debris, furnishing of all materials, application, curing, removal, reinstalling and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work.

102-13.21 Work Zone Pavement Markings:
Price and payment will be full compensation for all work specified including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

Removable tape may be substituted for work zone paint at no additional cost to the Department.

Payment for temporary RPMs used to supplement line markings will be paid for under temporary retroreflective pavement markers. Install these markers as detailed in the Design Standards.

102-13.22 Temporary Lane Separator:
Price and payment will be full compensation for all work specified in this Section.

102-13.23 Necessary Maintenance Services (Straight Time):
This pay item shall be used when using labor on Monday through Thursday. The contractor will be required and compensated for providing only one person to maintain the devices, unless otherwise directed by the Engineer.

102-13.24 Necessary Maintenance Services (Over Time):
This pay item shall be used when using labor on Fridays through Sunday and holidays. The contractor will be required and compensated for providing only one person to maintain the devices, unless otherwise directed by the Engineer.

102-13.25 Emergency Maintenance of Traffic:
The contractor will be compensated for one Maintenance of Traffic pay item per work document. This pay will only be used when a work order is issued with a start date of less than 72 hours. This will be the only instance the Maintenance of Traffic (E102 1 2) pay item will be used.

102-13.26 Off Duty Law Enforcement Officer:
The contractor will be compensated per hour as stipulated by the Engineer in the work document.

102-13.27 Truck Mounted Attenuator:
All cost will be considered incidental to the pay item listed in the bid price proposal. Costs include operator.

102-13.28 When No Separate Item is Shown in the Proposal:
When the proposal does not include a separate pay item for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included in the contract unit price for the work being performed and no separate payment will be made.

102-13.29 Partial Payment:
When the proposal includes a separate pay item for Maintenance of Traffic - Lump Sum, partial payment will be prorated based on the percentage of contract amount earned for work completed and accepted by the Department.

102-13.30:
Payment will be made under the items specified in the Bid Price Proposal.

104-40 ROADSIDE MOWING.
(REV 7-30-13) (1-14)

The following new Section is added after Section 104:

104-40.1 Description.
Mow grass or vegetation in roadside areas with conventional mowing equipment. Use specialized equipment or hand labor when required to perform specified work in certain areas or during certain times. Vegetation consists of planted and/or natural grasses, weeds, and other vegetation within the area to be mowed.

Furnish a complete proposal of a plan to accomplish the required work, including a list of the equipment and personnel to be utilized, prior to execution of the Contract.

104-40.2 Types of Mowing Areas.

104-40.2.1 General:
The Engineer will determine the areas to be cut and type of mowing to be accomplished in each.

All hand labor required to perform the specified work around appurtenances will be incidental to the type of mowing being performed. Appurtenances include, but are not limited to, sign post and bases, delineator post, fences, guardrail, barrier walls, end walls, pipes, drainage structures, poles, guys, mail boxes, landscaped areas, and trees.

104-40.2.2 Large Machine Mowing:
Large machine mowing encompasses the routinely mowed areas of shoulders, front and back slopes that are 3 horizontal to 1 vertical or less, roadside ditch bottoms, large median islands and similar areas conducive to the use of large machine mowing equipment.

104-40.2.3 Slope Mowing:
Slope mowing is generally limited to slopes greater or steeper than 3 horizontal to 1 vertical and are relatively inaccessible to the use of conventional style equipment, e.g., steep slopes, wet roadside ditch bottoms, canal banks, intersections, overpasses, etc. These type areas will require the use of specialized equipment designed for slope mowing.

104-40.2.4 Intermediate Machine Mowing:
Intermediate machine mowing consists of mowing areas not accessible by large machine mowing equipment but not conducive to the use of small machine mowing equipment. These areas consist of shoulders, roadside ditch bottoms, raised median islands, various width utility strips, and similar areas.

104-40.2.5 Small Machine Mowing:
Small machine mowing consists of mowing areas not accessible by large and intermediate machine mowing equipment. These areas consist of narrow shoulders, landscaped shoulders, narrow roadside ditch bottoms, raised landscaped median islands, narrow width utility strips, and similar areas.

104-40.3 Frequency of Mowing.
The area and limits of mowing have been previously established and are distinguishable in the field. Where landscaping has been established or natural landscaping has been preserved, mow conforming to the established mowing contours. Mow up to the limits maintained by the Department and around existing appurtenances located within the roadway right-of-way as directed by the Engineer.

The Engineer will determine the type of mowing, the estimated number of acres to be accomplished within a specified number of calendar days (cycle), when to begin each mowing cycle, and the total number of cycles. Complete each mowing cycle within **N/A** calendar days of beginning the cycle, weather permitting. The approximate number of cycles for each type of mowing will be as follows:

Large Machine Mowing	**12** cycles (**N/A** minimum cycles)
Slope Mowing	**N/A** cycles (**N/A** minimum cycles)
Intermediate Machine Mowing	**N/A** cycles (**N/A** minimum cycles)
Small Machine Mowing	**N/A** cycles (**N/A** minimum cycles)

Mow Wildflower plots approximately **N/A** times per year. Wildflower plots or naturally occurring wildflowers are to be avoided when in bloom and when re-seeding. A deduction will not be made from the pay quantities for any wildflower area not mowed, unless it exceeds one acre.

Quantities will be agreed upon prior to beginning work in any area in question.

104-40.4 Equipment.
Equip all mowing equipment with a slow moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor, 18 inch X 18 inch fluorescent orange warning flags mounted on each side of the rear of the mower, protective devices on the mower to prevent objects from being thrown into traffic, and safety devices installed by the manufacturer. Properly install and maintain safety devices at all times when the equipment is in use.

If the Engineer determines that any equipment is deficient in safety devices, remove the equipment from service immediately. Keep the equipment out of service until the deficiency is corrected to the satisfaction of the Engineer. Inspection of the equipment by the Engineer will not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment, nor will it relieve the Contractor of the responsibility to meet the established time for the completion of the mowing cycle.

Maintain the mowing equipment so as to produce a clean, sharp cut and uniform distribution of the cuttings at all times. The mowing equipment used will have the capability of cutting a height from 4 inches to 12 inches.

Furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein.

104-40.5 Method of Operation.
Begin any mowing cycle when authorized by the Engineer in writing.

Notify the Engineer when a cycle is started and when work is interrupted for any reason.

Prior to beginning work on the first cycle, provide a pattern or plan for mowing to the Engineer for approval. Subsequent cycles will follow the pattern adopted for the first cycle.

Mow shoulders and medians concurrently within the limits of the area mowed so that not more than one mile will be left partially mowed at the conclusion of the working day. Mow grass and vegetation on slopes or around appurtenances concurrent with the mowing operation.

Complete each mowing cycle in its entirety prior to beginning another cycle.

When work by other's, or weather conditions of a temporary nature, prevent the mowing of any areas, and such conditions are eliminated during the period designated for that mowing cycle, the Engineer may require mowing of these areas as part of the cycle without penalty for exceeding the time allowed or additional compensation.

Do not mow-grassed areas saturated with standing water to the point standard mowing equipment may not be used without excessive damage to the turf. At the Engineer's discretion, mow the areas during a subsequent cycle, or cut to the surface of the water using hand labor or other specialized equipment. Additional compensation may be requested for alternate methods used to mow wet areas (as specified in Subarticle 104-40-9). Quantities will be agreed upon prior to beginning work in any area in question. No deduction will be made from the pay quantities for any one area authorized by the Engineer to remain un-mowed during a cycle unless it exceeds one acre in extent.

Prior to mowing, pickup, remove and dispose from the right-of-way, any large items such as wood, tires, cans, bags of trash, newspapers, magazines, large boxes, etc., that would be torn, ripped, or scattered by the mower and result in an objectionable appearance.

Exercise the necessary care to preclude any source of litter.

104-40.6 Limitation of Operation.
Maintenance of traffic will be in accordance with Section 102. When mowing within four feet of the travel-way (travel lane), operate the equipment in the same direction of the traffic, unless the adjacent lane is closed to traffic. All lane closures will have the prior approval of the Engineer. Mowers may operate in either direction when mowing four feet or more from the travel-way.

Perform all work during daylight hours.

The foregoing requirements are to be considered as minimum and compliance will in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

104-40.7 Quality.
Completed areas will be reviewed for quality and acceptance by the Engineer. Re-mow areas determined to be unsatisfactory, by the Engineer, at no additional cost to the Department. Complete areas requiring re-mowing within the mowing cycle time specified in Subarticle 104-40-3.

Mow all grass and vegetation to a height of 6 inches plus or minus 1/2 inch. When determined by the Engineer, certain areas, due to location, may be cut to a height of 4 inches plus or minus 1/2 inch.

No streaking or scalping will be allowed in the areas mowed. Mowing areas of different widths will be connected with smooth flowing transitions. No accumulation or piling of cuttings will be allowed as a result of cleaning of the equipment.

Mow all grass and vegetation on slopes or around appurtenances to the same height and quality as the surrounding mowed area when using hand tools.

Negligence that results in damage to turf, curbs, sidewalks, pavement, signs or structures, mail boxes, appurtenances, etc. will be repaired or replaced to the satisfaction of the Engineer at no additional cost to the Department. Complete repairs prior to submission of the invoice for work accomplished during the cycle.

It is not required to remove grass or other vegetation cuttings from the right-of-way, or required to rake or pick up the cuttings in rural areas. In Urban Areas, a work order may require the contractor to sweep, rake and pick up cuttings from sidewalks, curb and gutters, gutters, and inlets (blowers will not be allowed).

104-40.8 Method of Measurement.
The quantities to be paid for will be the area, in acres, of mowing completed and accepted.

104-40.9 Basis of Payment.
Additional compensation for hand labor or the use of specialized equipment in cutting wet areas will be included under Item No. E104-4-2 Slope Mowing.

Prices and payment will be full compensation for furnishing all equipment, materials, labor, and incidentals necessary to complete all mowing operations specified. Compensation will be the unit price per acre for mowing times the actual acres completed and accepted.

Payment will be made under the items specified in the Bid Price Proposal.

110-30 ROADSIDE LITTER REMOVAL
(REV. 8-1-13) (1-14)

The following new Section is added at the end of Section 110:

110-30.1 Description.
Provide pickup, removal, disposal of litter, and otherwise undesirable or objectionable appearing debris within the maintained limits of the highway right-of-way.

Litter or debris may consist of varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, brush, and other items to be removed under this work.

110-30.2 Frequency of Removal.
The Engineer will determine when to begin each pickup. Areas or portions of areas may be increased or decreased, as determined by the Engineer. The total number and the timing of pickup will depend upon the litter conditions that exist. Areas specified as litter removal areas will be picked up approximately __12__ times. The actual number of litter pickups maybe increased or decreased, as determined by the Engineer, due to the intensity of litter or special events.

Complete each litter removal cycle within **(to be determined by the engineer)** calendar days of beginning the cycle, weather permitting, as determined by the Engineer.

110-30.3 Equipment.
Equipment that is utilized to transport litter will be constructed in a manner to preclude further distribution or loss of litter along the roadway. Cover and secure all open top carriers with tarpaulins.

Submit a written request for approval, to the Engineer, for the use of specialized equipment designed for mechanized removal of litter and debris. Demonstrate satisfactory results at no cost to the Department that the specialized equipment will produce quality litter removal, if deemed necessary by the Engineer. The Engineer may require additional safety devices or precautions unique to the equipment.

Equipment that damages curbs, pavement, or turf will not be allowed.

110-30.4 Limitation of Operation.
Any equipment left on the right-of-way overnight will be parked outside the clear zone, except in median areas where no equipment will be permitted to be parked overnight. All service and supply operations will be conducted between the travel-way and the right-of-way line and be outside the clear zone. No supply vehicles will enter the median for any purpose. No service vehicle will enter the median except when necessary to repair or remove inoperable equipment.

No work will be permitted during non-daylight hours.

Workmen will wear orange clothing of high visibility such as a vest, shirt, or jacket, when performing litter pickup operations.

110-30.5 Disposal of Litter and Debris.
Provide locations for disposal and remove all litter that has been placed in trash bags for pick up from the right-of-way at the end of each working day. Be responsible for disposal of litter and debris and any cost that may incur in accordance with applicable local and state laws. Storage or stockpiling of litter or debris on the right-of-way will not be permitted.

Provide the landfill receipts with each invoice submittal.

110-30.6 Quality.
Completed areas will be reviewed for quality and acceptance by the Engineer. Areas determined to be unsatisfactory, by the Engineer, will be re-cleaned at no additional cost. Areas will be cleaned in a manner that they are left reasonably free of all litter and debris. The Engineer will not penalize for litter and debris that may have been deposited between the time the work was completed and the time when the Engineer approves the work. However, the Engineer's judgment when evaluating completed work will be final.

110-30.7 Method of Measurement.
The quantities to be paid for under this Section will be the number of acres of roadside cleaned and accepted.

110-30.8 Basis of Payment.
Payment will be full compensation for furnishing all equipment, materials, labor, disposal, and incidentals necessary to complete designated areas of litter and debris removal, less any areas omitted.

Payment will be made under the items specified in the Bid Price Proposal.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/4/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Patti Dirmyer
World Risk Management, LLC 141 Terra Mango Loop Ste A Orlando FL 32835	PHONE (A/C, No, Ext): (407) 445-2414 FAX (A/C, No): (407) 445-2868 E-MAIL ADDRESS: patti_dirmyer@wrmllc.com PRODUCER CUSTOMER ID #: 000007

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Public Risk Management/Wesco	25011
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Town of Longboat Key
501 Bay Isles Road

Longboat Key FL 34228-3196

COVERAGES **CERTIFICATE NUMBER:** CL1072000320 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			PRM 09-012 (PRM 10-1-2013 version)	10/1/2013	10/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ Excluded $ 2,000,000 $ $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X AUTO PHYSICAL DAMAGE			PRM 09-012 (PRM 10-1-2013 version)	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) COMP/COLL $1000 DED.	$ 2,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			PRM 09-012 (PRM 10-1-2013 version)	10/1/2013	10/1/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

With respects to the listed coverages held by the named insured, as evidence of insurance per written agreement of Contract #BDX69 FM432728-1-78-04.

CERTIFICATE HOLDER

jamie.schley@dot.state.fl.

Florida Department of Transportation
District One Maintenance Contracts
Jamie Schley
801 North Broadway Ave
Bartow, FL 33831-1249

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Andrew Cooper/PATTI

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INS025 (200909)
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End of Agenda Item