

DISASTER DEBRIS COLLECTION, REDUCTION AND DISPOSAL SERVICES

AGREEMENT

THIS AGREEMENT is dated this 24<sup>th</sup> day of May, 2018 by and between the BREVARD COUNTY BOARD OF COMMISSIONERS a political subdivision of the State of Florida, (hereinafter called COUNTY), whose mailing address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940 and CrowderGulf Joint Venture, Inc. as a State of Florida corporation (hereinafter called CONTRACTOR), whose mailing address is 5435 Business Parkway, Theodore, AL 36582.

RECITALS

WHEREAS, the Brevard County Board of County Commissioners (the COUNTY) is charged with protecting the health, safety and welfare of the citizens of Brevard County, and

WHEREAS, Brevard County is a coastal county that is vulnerable to being struck by hurricanes and other major storms, and

WHEREAS, Brevard County is a thriving tourist and economic community, and

WHEREAS, the expedient removal of storm debris minimizes the threats to the public health and safety and provides for immediate economic recovery, and

WHEREAS, Brevard County intends to seek reimbursement from federal and state agencies for emergency removal of storm debris in accordance with the requirements of the Federal Emergency Management Agency (FEMA) and other federal and state programs;

WHEREAS, the COUNTY issued a Request for Proposals (RFP) to procure the most qualified and experienced storm debris contractors to assist the COUNTY in its recovery from a hurricane or other major storm, and

WHEREAS, CrowderGulf Joint Venture, Inc. (CONTRACTOR) was competitively selected from a field of contractors responding to the COUNTY's RFP as having the preferred experience, equipment, manpower, permits, and licenses, to perform storm debris removal, and

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the COUNTY and CONTRACTOR agree as follows:

## 1. DEFINITIONS

---

Wherever used in this Agreement or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

**Addenda** - Written or graphic instruments issued prior to the opening of Proposals that clarify, correct or change the Proposal Requirements or the Contract Documents.

**Agreement** - The written contract between COUNTY and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

**Bonds** - Performance and Payment bonds and other instruments of security.

**Collection or Removal** – The pickup and hauling of eligible disaster debris from public and private roads and right of ways.

**Comprehensive Emergency Management Plan** – The Plan adopted by the Board of County Commissioners that...

**Construction and demolition debris**- Discarded materials generally from the construction or destruction of a structure considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber.

**Contract Documents** - The Agreement, Exhibits, Addenda (which pertain to the Contract Documents), CONTRACTOR's Proposal (including documentation accompanying the Proposal and any post Proposal documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, together with all Written Amendments, issued pursuant on or after the Effective Date of the Agreement.

**Contract Price** - The money payable by COUNTY to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement and subject to the provisions of **ARTICLE 12-Unit Price Work** in the case of Unit Price Work.

**Contract Times** – The numbers of days or the dates stated in a Notice to Proceed to complete the Work.

**CONTRACTOR** - The person, firm or corporation with whom COUNTY has entered into the Agreement.

**COUNTY** - The Brevard County Board of County Commissioners a political subdivision of the State of Florida for whom the Work is to be provided.

**Debris Management Plan (DMP)** - The Brevard County Solid Waste Management Department, Debris Management Plan, and any subsequent amendments, supplements or revisions, used by Brevard County to efficiently and cost effectively manage the debris removal during a public emergency to mitigate the threat to the health, safety and welfare of residents.

**Defective Work** - Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection test or approval referred to in the Contract Documents.

**Disaster Debris** – Disaster generated debris or debris that includes, but is not limited to broken or discarded building and construction materials, garbage, vegetative matter and spoiled or ruined household goods or materials deposited on county-owned property or right-of-way or on private roads as a direct result of a major disaster or a catastrophic disaster as described in the CEMP and DMP. The term does not include:

- a. Debris from vacant lots, forests, heavily wooded areas, unimproved property, and unused areas;
- b. Debris on agricultural lands used for crops or livestock; concrete slabs or foundations-on-grade; or
- c. Construction and demolition debris consisting of materials used in the reconstruction of disaster-damaged improved property.

**Disaster Recovery Management Consultant (DRMC)** – COUNTY’S Consultant that supports Brevard County and participating municipalities in the management of disaster recovery and debris removal services after the County has suffered catastrophic events such as tornadoes and hurricanes. These services involve comprehensive management of the County’s disaster recovery program, including planning and executing debris collection and disposal, and ensuring road clearance schedules are adhered to. When activated, the DRMC serves as the COUNTY’S designee in directing disaster recovery efforts, including managing debris pick up and disposal tasks. The DRMC will be responsible for ensuring compliance with all FEMA requirements, including monitoring, truck and trailer certifications, load ticket validations and ticket accounting services. In addition, the DRMC will provide comprehensive community relations support during all phases of the disaster recovery including progress reports, damage complaint investigations and resolutions, media relations, fact sheets, telephone call centers, and participating in public meetings.

**Effective Date of the Agreement** - The effective date of this Agreement means the date on which the last of the parties hereto executes this Agreement. The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

**FEMA** – Federal Emergency Management Agency.

**FDEM** – Florida Division of Emergency Management.

**Hazardous Waste** - The term Hazardous Waste shall have the meaning provided in 40 CFR 261.3 as amended from time to time.

**Household Hazardous Waste (HHW)** – Leftover household products that can catch fire, react, or explode under certain circumstances, or that are corrosive or toxic. HHW includes paints, cleaners, motor oil, batteries, pesticides, propane tanks, antifreeze, etc.

**Invoice** - The form accepted by COUNTY which is to be used by CONTRACTOR in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

**Laws and Regulations; Laws or Regulations** - Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

**Liens** - Liens, charges, security interests, or encumbrances upon real property or personal property.

**Notice of Award** - The written notice by the COUNTY to the apparent successful Proposer stating that, upon compliance by the apparent successful Proposer with the conditions precedent enumerated therein within the time specified, the COUNTY will sign and deliver the Agreement.

**Notice to Proceed** - A written notice given by the COUNTY to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

**Project** - The total Work to be provided under the Contract Documents that may be the whole or a part as indicated elsewhere in the Contract Documents.

**Project Area** - The area assigned to the CONTRACTOR where Work is to be performed within unincorporated Brevard County and participating municipalities as identified by the COUNTY.

**Public Information Officer** – Person assigned to provide information to the community regarding the disaster recovery efforts and activities to be performed by the COUNTY and CONTRACTOR during emergency clean-up operations.

**Solid Waste Management Facility** – A permitted landfill or disposal facility permitted to accept debris by the Florida Department of Environmental Protection.

**Subcontractor** - An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for performance of a part of the Work in the Project Area.

**Supplier** - A manufacturer, fabricator, supplier, distributor, materialman, or vendor having direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

**Temporary Disaster Debris Management Site (DDMS)** – a location approved by the COUNTY and permitted by the Florida Department of Environmental Regulation for the temporary storage of debris during a declared emergency.

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

**Utilities** - All cables, wires, or other such facilities or attachments, and any encasements containing such facilities which have been installed above or below ground to furnish any of the following services or materials: electricity, telephone, cable television, internet or other communications.

**Work** - The entire completed Project or the various separately identifiable tasks thereof required to be furnished under the Contract Documents. Work includes all tasks described in the **Scope of Work, Exhibit A** required to: (i) collect, sort, process, and dispose of debris, (ii) build, operate, and maintain DDMS as

required by the Contract Documents and (iii) haul and dispose of processed debris. The Work is the result of performing or furnishing labor, materials, tools, equipment and other means necessary and incidental to the performance of such tasks as required by the Contract Documents.

**Work Zones** – subareas within the Project Area designated by the COUNTY and delineated on Project maps to aid in the efficient collection and removal of debris by the CONTRACTOR.

**Written Amendment** - A written amendment of the Contract Documents, signed by the COUNTY and CONTRACTOR on or after the Effective Date of the Agreement that normally deals with the non-technical aspects of the Contract Documents.

## 2. SCOPE OF WORK

---

- 2.1. The COUNTY does hereby retain the CONSULTANT and CONTRACTOR shall furnish all labor, materials, equipment, machinery, tools, apparatus and transportation necessary to perform the services specified in the **Scope of Work, Exhibit A**, attached hereto and made apart hereof by this reference and as which may, from time to time, be assigned to CONTRACTOR by the COUNTY pursuant to a Notice to Proceed. The services generally include disaster debris removal operations from residential public and private streets, roads and right-of-ways, public properties and facilities; delivery of debris to Temporary Disaster Debris Management Sites (DDMS) or authorized landfills; operation of DDMS including daily operations and reclamation of the DDMS to pre-storm condition or as directed by the COUNTY; and processing, loading and hauling material from DDMS to final destination.
- 2.2. The COUNTY, by virtue of this Agreement, gives the CONTRACTOR no guarantee of any work/services or any specific amount of work/services that may be accomplished during the period this Agreement is in full force and effect.

## 3. TERM

---

- 3.1. The term of this Agreement shall be five (5) years from the effective date of this Agreement, unless otherwise terminated as provided herein.

## 4. COMPENSATION

---

- 4.1. COUNTY shall pay CONTRACTOR for Work provided under this Agreement as provided in **Fee Schedule, Exhibit B**, which is attached hereto and incorporated by reference as part of this Agreement. The County reserves the right to deduct from any invoice an amount for defective or nonconforming work or for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.
- 4.2. The Unit Pricing for debris type set out in **Fee Schedule, Exhibit B**, includes all costs for labor, materials, equipment, machinery, tools, apparatus and transportation necessary to perform the services specified in the **Scope of Work, Exhibit A**, including debris pickup, hauling, processing and disposal, as well as setup, operation and reclamation of DDMS.
- 4.3. The COUNTY will retain 10% of the payment from each invoice until such time as the entire project is completed to the COUNTY'S satisfaction and all subcontractors and any material suppliers verify that they have been paid.

## 5. INDEMNIFICATION

---

- 5.1. The CONTRACTOR shall indemnify and hold harmless the COUNTY and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the CONTRACTOR, its subcontractors, or anyone directly or indirectly employed by the CONTRACTOR, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by in part by a party indemnified thereunder. In any and all claims against the COUNTY, or any of its agents or anyone directly or indirectly employed by the CONTRACTOR, its subcontractors, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers' compensation acts, or other related policies of insurance.
- 5.2. It is agreed by the parties hereto that specific consideration has been received by the CONTRACTOR under this Agreement for this indemnification provision.

## 6. MODIFICATIONS TO AGREEMENT

---

This contract, together with any exhibits, Notices to Proceed, and schedules constitute the entire contract between the County and the Contractor and supersedes all prior written or oral understandings. This contract and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

## 7. CONTRACTOR'S LIABILITY INSURANCE

---

- 7.1. During the performance of the Services under this Agreement, the CONTRACTOR shall procure and maintain at their own expense and without cost to the COUNTY, the following types of insurance. The policy limits are considered minimum amounts. The policies shall be written by an insurance company authorized to do business in Florida:
  - 7.1.1. **Comprehensive General Liability** insurance covering all operations, including legal liability and completed operations/products liability, with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence.
  - 7.1.2. **Comprehensive Automobile and Water Vehicle Liability Insurance** covering owned, non-owned or rented automotive equipment to be used in performance of the work with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence.
  - 7.1.3. **Workers' Compensation** insurance shall be in the amounts and in the form prescribed by the laws of Florida.
  - 7.1.4. The aggregate limit of Liability Insurance Limits is five million dollars (\$5,000,000). Umbrella policies are acceptable.
- 7.2. CONTRACTOR shall furnish COUNTY with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that

the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

- 7.3. All CONTRACTOR's sub-contractors shall be required to include COUNTY and CONTRACTOR as additional insured on their General Liability insurance policies. In the event that sub-contractors used by the CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless the COUNTY for any claim in excess of the sub-contractors insurance coverage.
- 7.4. Within twenty-four (24) hours of a Notice to Proceed, but before any Work has started, CONTRACTOR shall deliver to the COUNTY certificates of insurance for the CONTRACTOR's workforce and subcontractors.
- 7.5. The CONTRACTOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the COUNTY.
- 7.6. The required insurance coverages shall remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing Defective Work.

## **8. PERFORMANCE, PAYMENT, OR OTHER BONDS**

---

- 8.1. CONTRACTOR shall maintain a Proposal Bond in the sum of \$500,000 in effect until the required Performance and Payment Bond is submitted to and accepted by the COUNTY. The CONTRACTOR'S Proposal Bond will be returned to the CONTRACTOR in exchange for and acceptance of an appropriate sized Performance and Payment bond, as determined by the COUNTY after assessment of damage and definition of the CONTRACTOR'S scope of service.
- 8.2. In case of hurricane caused damage, landfall in Brevard County by Category I storm winds would require a \$2,000,000 Bond, Category II winds would require a \$4,000,000 Bond, Category III winds would require a \$6,000,000 Bond, Category IV winds would require an \$8,000,000 Bond, and Category V would require a \$10,000,000 Bond. The Bond required could be a **Performance and Payment Bond, Exhibit C**. The cost of the Bond is included in the unit rates in the **Fee Schedule, Exhibit B**. The Performance Bond shall be submitted within 10 days of Notice to Proceed.
- 8.3. If the CONTRACTOR fails to supply a Performance and Payment Bond, the COUNTY shall be entitled to retain the Proposal Bond to rectify the CONTRACTOR'S unacceptable performance. Pending successful annual CONTRACTOR re-certification, the Proposal Bond shall be in effect for the entire term of the Contract except for the period(s) of time when a Performance and Payment Bond is in effect.
- 8.4. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in Florida or it ceases to meet the requirements of this section, CONTRACTOR shall within ten days thereafter substitute another bond and surety, both of which must be acceptable to the COUNTY.
- 8.5. All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety companies that are duly licensed or authorized in Brevard County,

Florida to issue Bonds for the coverages so required.

## 9. AUTHORIZED REPRESENTATIVES AND NOTICES

---

9.1. The authorized representative for the COUNTY is Euripides Rodriguez, Director, Brevard County Solid Waste Management Department and the authorized representative of the CONTRACTOR is \_\_\_\_\_.

9.2. Any notices required or permitted by this Agreement shall be in writing and shall be deemed delivered upon receipt of email, fax or hand delivery, or three (3) days following deposit in the United States postal system, postage prepaid, return receipt requested, addressed to the parties at the following addresses:

FOR BREVARD COUNTY  
Euripides Rodriguez, Director,  
Solid Waste Management Department  
2725 Judge Fran Jamieson Way  
Building A, Suite 118  
Viera, Florida 32940  
Email: [euripides.rodriguez@brevardfl.gov](mailto:euripides.rodriguez@brevardfl.gov)

FOR CONTRACTOR  
John Ramsay  
CrowderGulf Joint Venture, Inc.  
5435 Business Parkway  
Theodore, AL 36582  
Email: [jramsay@crowdergulf.com](mailto:jramsay@crowdergulf.com)

9.3. Either party shall have the right to change its address for notice purposes at any time throughout the term hereof, by sending written notice of such change of address to the other party in accordance with the provisions hereof not less than ten (10) days prior to the effective date of such change.

## 10. CONTRACTOR'S RESPONSIBILITIES

---

10.1. CONTRACTOR shall furnish and assume full responsibility for all labor, materials, equipment, transportation, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, and completion of the Work, as required in the **Scope of Work, Exhibit A**, and specifically identified in a Notice to Proceed.

10.2. The CONTRACTOR shall perform the Work in compliance with all Federal contract provisions outlined or referred to in 44 CFR 13.36(b) and 2 CFR 200.317 thru 326.

10.3. CONTRACTOR shall provide competent, suitably qualified personnel to execute the Work as required by the Contract Documents. CONTRACTOR shall be responsible for recruiting, hiring, training, supervising, disciplining and discharging personnel necessary to perform the Work. CONTRACTOR shall, at all times, remain liable for the proper performance and completion of all work and other services required hereby, including supervision and administration of all such personnel, firms and companies.

10.4. CONTRACTOR shall confirm the eligibility of all persons employed by the CONTRACTOR during the term of the Agreement to perform employment duties within Florida in accordance with US Department of Homeland Security's E-Verify as updated or amended.

10.5. Except as otherwise required for the safety or protection of persons or the Work or property within the Project Area or adjacent thereto, all Work within the site shall be performed from one hour

before sunrise to one hour before sunset seven day per week, including holidays, unless otherwise directed by the COUNTY in writing. If conditions warrant, the COUNTY by written notice may require CONTRACTOR to execute the Work on a twenty-four (24) hour per day basis. The COUNTY may also by written notice reduce the Contractor's working hours as the Project progresses.

- 10.6. CONTRACTOR shall at all times during progress of the Work employ a competent Project Manager located within Brevard County, who shall not be replaced without written notice to the COUNTY except under extraordinary circumstances. The Project Manager will be CONTRACTOR's representative in the Project Area and shall have authority to act on behalf of CONTRACTOR. The name and contact information of the Project Manager will be provided to the COUNTY in writing prior to start of any Work. All communications to the Project Manager shall be as binding as if given to CONTRACTOR. The CONTRACTOR's Project Manager shall have access to, and be proficient in the use of, up-to-date communication equipment and computer software utilized by the COUNTY and the COUNTY's CONSULTANT during execution of the Work.
- 10.7. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Agreement.
- 10.8. The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
- 10.9. In the event the COUNTY has not canceled the Agreement in accordance with the terms of the Agreement, and there remains a dispute between the CONTRACTOR and the COUNTY, the CONTRACTOR agrees to continue to operate and perform under the terms of the Agreement while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to provide services until the final adjudication of such suit by the court.

## **11. SUBCONTRACTORS**

---

- 11.1. CONTRACTOR shall have the right to subcontract portions of the services required to be performed to other firms, persons and companies from time to time, to carry out any applicable Work or portion thereof.
- 11.2. CONTRACTOR shall be fully responsible to the COUNTY for all acts and omissions of the Subcontractors performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor any contractual relationship between the COUNTY and any such Subcontractor nor shall it create any obligation on the part of the COUNTY to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by Laws and Regulations.
- 11.3. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors.
- 11.4. All Work performed by CONTRACTOR or by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor that specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the COUNTY.

Whenever any such agreement is with a Subcontractor who is listed as an additional insured on the liability insurance provided in Section 9 - Insurance, the agreement between the CONTRACTOR and the Subcontractor will contain provisions whereby the Subcontractor waives all rights against the COUNTY, CONTRACTOR, the COUNTY's Consultants and all other additional insured for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other liability insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor, CONTRACTOR will obtain the same.

## **12. PAYMENTS TO CONTRACTOR**

---

- 12.1. The COUNTY shall establish a schedule for submittal of invoices from the CONTRACTOR. These dates will be based upon the dates established by the State of Florida and Federal Cost Share sliding scale for Category A debris removal. These dates will be provided to the CONTRACTOR as soon as they are made available to the COUNTY by the State. Otherwise the CONTRACTOR shall invoice the COUNTY no more frequently than monthly.
- 12.2. CONTRACTOR shall submit invoices for payment to the COUNTY for services performed covering the periods that corresponds to the State of Florida and Federal Cost Share sliding scale dates for Category A debris removal, or as otherwise directed in writing by the COUNTY.
- 12.3. Invoices must be of appropriate audit quality detail to satisfy FEMA requirements and be accompanied by copies of load tickets, truck certifications, disposal tickets, current Project Schedule and other such supporting documentation required by the Contract Documents.
- 12.4. The COUNTY will accept the invoice or reject the invoice and indicate in writing the COUNTY's reasons for refusing to accept the invoice. CONTRACTOR shall make the necessary corrections and resubmit the invoice. Accepted invoices will be paid in within the timeframe specified in Section 218.70, et seq., Florida Statutes, the "Florida Prompt Payment Act".
- 12.5. The COUNTY shall withhold a ten percent (10%) retainage from each invoice until final inspection of the Work including restoration of all DDMS has been completed and has been found to meet the requirements of the Contract Documents by the COUNTY.
- 12.6. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, COUNTY will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.
- 12.7. After CONTRACTOR has completed all such corrections to the satisfaction of the COUNTY CONTRACTOR may submit their final invoice.
- 12.8. If on the basis of COUNTY's observation of the Work and COUNTY's review of the final invoice and accompanying documentation as required by the Contract Documents, COUNTY is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, final payment will become due by the COUNTY and will be paid to CONTRACTOR.
- 12.9. Upon approval of the final invoice and satisfactory completion and acceptance of all restoration

work at the DDMS by the COUNTY, the CONTRACTOR shall invoice the COUNTY for retainage and COUNTY shall pay all accumulated retainage.

### **13. SUSPENSION OF WORK AND TERMINATION**

---

#### **13.1. Suspension of Work**

13.1.1. At any time and without cause, the COUNTY may suspend the Work or any portion thereof for a period of not more than thirty days by notice in writing to CONTRACTOR that will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed.

#### **13.2. Termination for Default**

13.2.1. CONTRACTOR shall be considered in material default of the Agreement and such default shall be considered cause for the COUNTY to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor:

- a. fails to begin the Work under the Contract Documents within the time specified herein; or
- b. fails to properly and timely perform the Work as directed by the COUNTY or as provided for in the approved progress schedule; or
- c. discontinues the prosecution of the Work; or
- d. fails to resume Work which has been suspended within a reasonable time after being notified to do so; or
- e. becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or
- f. allows any final judgment to stand against it unsatisfied for more than ten (10) days; or
- g. makes an assignment for the benefit of creditors; or
- h. fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or
- i. materially breaches any other provision of the Contract Documents.

13.2.2. COUNTY shall notify CONTRACTOR in writing of CONTRACTOR's default(s). If COUNTY determines that CONTRACTOR has not remedied and cured the default(s) within seven (7) calendar days following receipt by CONTRACTOR of said written notice, then the COUNTY, at its option, without releasing or waiving its rights and remedies against the CONTRACTOR's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate CONTRACTOR's right to proceed under the Agreement, in whole or in part and take possession of all or any portion of the work and any materials, tools, equipment and appliances of CONTRACTOR, take assignments of any of CONTRACTOR's subcontracts and purchase orders and complete all or any portion of CONTRACTOR's work by whatever means, method or agency which the COUNTY, in its sole discretion, may choose.

- 13.2.3. If the COUNTY deems any of the foregoing remedies necessary, CONTRACTOR agrees that it shall not be entitled to receive any further payments hereunder until after the project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by the COUNTY incident to such completion, shall be deducted from the Contract Price and if such expenditures exceed the unpaid balance of the Contract Price, CONTRACTOR agrees to pay promptly to COUNTY on demand the full amount of such excess, including costs of collection, attorneys' fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract amount exceeds all such costs, expenditures and damages incurred by the COUNTY to complete the work, such excess shall be paid to the CONTRACTOR. The amount to be paid to the CONTRACTOR or the COUNTY, as the case may be and this obligation for payment shall survive termination of the Agreement.
- 13.2.4. The liability of CONTRACTOR hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained and obligations assumed by COUNTY in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits and judgments pertaining to or arising out of the work hereunder.
- 13.2.5. If, after Notice of Termination of CONTRACTOR's right to proceed pursuant to this section, it is determined for any reason that CONTRACTOR was not in default, or that its default was excusable, the termination by COUNTY shall be the same as and limited to those afforded CONTRACTOR under ARTICLE 16-Termination for Convenience and Right of Suspension below, Termination for Convenience.

### **13.3. Termination for Convenience and Right of Suspension**

- 13.3.1. The COUNTY shall have the right to terminate this Agreement without cause upon seven (7) calendar day's written notice to CONTRACTOR. In the event of such termination for convenience, CONTRACTOR's recovery against COUNTY shall be limited to that portion of the Contract amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but CONTRACTOR shall not be entitled to any other or further recovery against COUNTY, including, but not limited to, damages or any anticipated profit on portions of the work not performed.
- 13.3.2. The COUNTY shall have the right to suspend all or any portions of the work upon giving CONTRACTOR two (2) calendar day's prior written notice of such suspension. If all or any portion of the work is so suspended, CONTRACTOR's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the CONTRACTOR be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds thirty days, the CONTRACTOR shall have the right to terminate the Agreement with respect to that portion of the work that is subject to the ordered suspension.

#### 13.4. Contractor May Stop Work or Terminate

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than thirty days by the COUNTY or under an order of court or other public authority, or the COUNTY fails to act on any invoice within forty-five (45) days after it is submitted or the COUNTY fails for ninety (90) days to pay CONTRACTOR any sum finally determined to be due by the COUNTY, then CONTRACTOR may, upon seven (7) days' written notice to the COUNTY and provided the COUNTY does not remedy such suspension or failure within that time, terminate the Agreement and recover from the COUNTY payment on the same terms as provided in Section 13.2 Termination for Default. In lieu of terminating the Agreement and without prejudice to any other right or remedy, CONTRACTOR may upon seven (7) day's written notice to the COUNTY stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this Section 13.2-Termination for Default are not intended to preclude CONTRACTOR from making claim for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

#### 13.5. Suspension and Debarment

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by COUNTY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Department of Emergency Management and the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this Agreement is valid. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### 14. LIQUIDATED DAMAGES

---

The CONTRACTOR may be subject to liquidated damages for the following infractions:

- a. Failure to open pre-storm identified DDMS within 24 hours of being tasked by the COUNTY, or post-storm identified DDMS within three (3) calendar days of being tasked by the COUNTY: \$10,000 per day for each day not opened.
- b. Closure of DDMS due to CONTRACTOR equipment or operational failures: \$15,000 per day, for each day site must remain closed.
- c. The COUNTY and CONTRACTOR recognize that the injury to the COUNTY for the CONTRACTOR'S failure to timely complete the above tasks is uncertain and cannot be computed exactly. It is

agreed that the above sums are a reasonable and proper measure of damages which the COUNTY will sustain per day by the failure of the CONTRACTOR to timely complete opening and closing of the DDMS. In no way shall the costs for liquidated damages be construed as a penalty on the CONTRACTOR. The COUNTY may deduct any Liquidated Damages incurred under this section from pending payment applications.

## **15. DAMAGES, INJURIES OR LOSSES**

---

- 15.1. CONTRACTOR shall assume full responsibility for any damage, injury or loss to any property within the Project Area, or to the owner or occupant thereof, or to any adjacent land or areas caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable.
- 15.2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly make repairs or settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 15.3. Should the COUNTY or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other part or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this section shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.
- 15.4. Whenever reference is made to "claims, costs, losses and damages," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs.
- 15.5. The COUNTY will withhold final payment of retainage to the CONTRACTOR until all damage claims are resolved.

## **16. SAFETY AND PRECAUTIONS**

---

- 16.1. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
  - a) all persons who may be affected by the Work;
  - b) all the Work and materials and equipment to be incorporated therein, whether in storage in the Project Area or outside the Project Area; and
  - c) other property in the Project Area or adjacent thereto, including trees, shrubs, lawns, walks, pavements, driveways, roadways, structures, utilities and underground facilities not designated for removal or relocation in the course of the prosecution of the Work.
- 16.2. CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and

shall erect and maintain all necessary safeguards for such safety and protection.

- 16.3. In emergencies affecting the safety or protection of persons or property in the Project Area or adjacent thereto, CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give the COUNTY prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.
- 16.4. If the COUNTY notifies the CONTRACTOR of any hazardous practices with the CONTRACTOR's prosecution of the Work, the CONTRACTOR shall immediately cease those operations associated with the hazardous practice and take necessary remedial action to eliminate or mitigate the hazard to the satisfaction of the COUNTY.
- 16.5. Compliance with the Contract Work Hours and Safety Standards Act.
  - a) Overtime requirements. No CONTRACTOR or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
  - c) Withholding for unpaid wages and liquidated damages. The COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under this Agreement or any such related contract or any other Federal contract with the same CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
  - d) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

## **17. FEMA SUPPORT**

---

CONTRACTOR shall provide assistance to the COUNTY in the COUNTY's FEMA reimbursement efforts by:

- a. Maintaining an accounting system in conformance with Federal guidelines and provide such accounting data to the COUNTY; and
- b. Responding to Federal and State agencies' requests for additional information when directed to do so by the COUNTY.

## **18. OTHER WORK**

---

- 18.1. The COUNTY may perform other work related to the Project in the Project Area by the COUNTY's own forces or let other direct contracts which shall contain conditions similar to this Agreement.
- 18.2. If the COUNTY contracts with others for the performance of other work on the Project in the Project Area, the following will be provided to the CONTRACTOR in writing:
  - a) the person, firm or corporation who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
  - b) the specific matters to be covered by such authority and responsibility will be itemized; and
  - c) the extent of such authority and responsibilities will be provided.
- 18.3. The COUNTY shall have sole authority and responsibility in respect of such coordination.

## **19. COUNTY'S RESPONSIBILITIES AND STATUS DURING PROSECUTION OF THE WORK**

---

- 19.1. The COUNTY may engage the services of a DRMC to assist the COUNTY ensure the CONTRACTOR performs the Work according the Contract Documents and all applicable federal, state and local regulations.
- 19.2. Except as otherwise provided in this Agreement, the COUNTY shall issue all communications to CONTRACTOR.
- 19.3. The COUNTY will determine the boundaries of the Site, direct the sequence for debris removal services by Work Zone, and approve the location of DDMS and landfills prior to use of such sites for debris processing or disposal as detailed in the **Scope of Work, Exhibit A**.
- 19.4. The COUNTY will make visits to the Site at intervals appropriate to the various stages of Work as COUNTY deems necessary in order to observe the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, the COUNTY will endeavor to determine, in general, if the Work is proceeding in accordance with the Contract Documents. COUNTY's efforts will be directed toward providing a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, the COUNTY will keep informed of the progress of the Work and will endeavor to guard against Defective Work.

- 19.5. The COUNTY will have authority to disapprove or reject Work that the COUNTY believes to be Defective, or that the COUNTY believes does not conform to the Contract Documents. The COUNTY will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed to determine whether the Work is Defective.
- 19.6. Neither the COUNTY's authority or responsibility under this section or under any other provision of the Contract Documents nor any decision made by the COUNTY in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by the COUNTY shall create, impose or give rise to any duty owed by the COUNTY to CONTRACTOR, any Subcontractor and Supplier, any other person or organization, or to any surety for or employee or agent of any of them.
- 19.7. The COUNTY will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, or procedures, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work, except as specifically stated in **Scope of Work Exhibit A**. COUNTY will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.
- 19.8. The COUNTY will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.
- 19.9. The COUNTY's review of the CONTRACTOR'S invoices and accompanying documentation will only be to determine generally that their content complies with the requirements of the Contract Documents.
- 19.10. The limitations upon authority and responsibility set forth herein shall also apply to the COUNTY's DRMC.

## **20. PERMITS, FEES, and LICENSES**

---

- 20.1. Unless otherwise provided, CONTRACTOR shall obtain and pay for all permits and licenses that are necessary and incidental to the prosecution of the Work. The COUNTY shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 20.2. Prior to operation of any DDMS, CONTRACTOR will comply with all applicable permitting requirements and provide the COUNTY with copies of such permits.

## **21. LAWS AND REGULATIONS**

---

- 21.1. CONTRACTOR agrees to comply with all applicable federal, state and local laws, rules and regulations during the course of this Agreement. The Consultant is responsible for full and complete compliance with all laws, rules and regulations including those for the Federal Government, State of Florida and applicable local ordinances. Failure or inability on the part of the CONTRACTOR to have complete knowledge and intent to comply with such law, rules and regulations shall not relieve CONTRACTOR from its obligation to completely perform any task assigned pursuant to this Agreement.

21.2. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom.

21.3. Equal Employment Opportunity. During the performance of this Agreement, the CONTRACTOR agrees as follows:

- a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section

204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

21.4. Federal Environmental Regulations. During the performance of this Agreement, the CONTRACTOR agrees as follows:

- a) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b) The CONTRACTOR agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

21.5. Fraud and False or Fraudulent or Related Acts: The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement."

21.6. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended). CONTRACTOR shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## **22. ASSIGNMENT**

---

22.1. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

22.2. The COUNTY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal

representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

### **23. INDEPENDENT CONTRACTOR**

---

The CONTRACTOR is, and shall be, in the performance of all Work, services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. No statement contained in this Agreement shall be construed so as to define CONTRACTOR as an employee of the COUNTY and CONTRACTOR shall be entitled to none of the rights, privileges or benefits of Brevard County employees.

### **24. ENTIRE AGREEMENT**

---

The Contract Documents comprise the entire agreement between the COUNTY and CONTRACTOR concerning the Work. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of Florida.

### **25. RIGHT TO AUDIT:**

---

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of Brevard County and shall be retained by the vendor for a period of five years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 633-2090, Brittany Wright, Brevard County Attorney's Office, 2725 Judge Fran Jamieson Way, Bldg. C, Viera FL 32940) .**

### **26. TAXES**

---

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

### **27. ATTORNEY'S FEES**

---

In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs, and any trial shall be non-jury.

## **28. VENUE**

---

Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

## **29. UNAUTHORIZED ALIEN WORKERS**

---

The OWNER will not intentionally award publicly funded contracts to any CONTRACTOR who knowingly employs unauthorized alien workers constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a (e) (Section 274A (e) of the Immigration and Nationality ACT "INA"). The OWNER shall consider violations by the Recipient of the Employment provisions contained in Section 274(e) of the INA as grounds for unilateral cancellation of this Agreement by the OWNER.

## **30. PUBLIC ENTITY CRIMES**

---

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/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental 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 threshold amount provided in Section 287.017 Florida Statutes for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

## **31. UNAUTHORIZED ALIEN WORKERS**

---

Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a contractors intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

## **32. SCRUTINIZED COMPANIES**

---

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. A 'scrutinized company' is one that is on the "Boycott Israel List"; is on the scrutinized companies with activities in the Iran Petroleum Energy Sector List; scrutinized companies with Activities in the Sudan List or engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

## **33. FEDERAL TAX ID NUMBER**

---

The CONTRACTOR shall provide to the COUNTY their Federal Tax ID Number or, if the CONTRACTOR is a sole proprietor, a Social Security Number.

#### **34. SEVERABILITY**

---

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### **35. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT ENTITIES**

---

The COUNTY permits the CONTRACTOR to extend the pricing, terms and conditions of this solicitation to other governmental entities at the CONTRACTOR'S discretion. Each governmental entity that utilizes this solicitation or Agreement will be responsible for execution of its own requirements with the CONTRACTOR.

#### **36. PUBLIC RECORDS**

---

- 36.1. CONTRACTOR shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. CONTRACTOR shall keep and maintain public records required by the COUNTY to perform the services under this Agreement.
- 36.2. This Agreement may be unilaterally canceled by the COUNTY for refusal by the CONTRACTOR to either provide to the COUNTY upon request, or to allow inspection and copying of all public records made or received by the CONTRACTOR in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- 36.3. If the records provided by the CONTRACTOR do not fall under a specific exemption, under Florida or federal law, materials provided by the CONTRACTOR to the COUNTY would have to be provided to anyone making a public records request. It will be the CONTRACTOR'S duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.
- 36.4. Should any person or entity make a public request of the COUNTY which requires or would require the COUNTY to allow inspection or provide copies of records which the CONTRACTOR maintains are exempt from Public Records Law or are confidential, it shall be the CONTRACTOR'S obligation to provide the COUNTY within 24 hours (not including weekends and legal holidays), of notification by the COUNTY to the CONTRACTOR of the request, of the specific exemption or confidentiality provision so the COUNTY will be able to comply with the requirements of Fla. Stat. 119.07(1)(e) and (f).
- 36.5. Should the COUNTY face any kind of legal action to require or enforce inspection or production of any records provided by the CONTRACTOR to the COUNTY, including the production of records which the CONTRACTOR maintains are exempt or confidential from such inspection/production as a public record, then the CONTRACTOR shall hire and compensate attorney(s) who shall represent the interest of the COUNTY in defending such action. The CONTRACTOR shall also pay any costs to defend such action and shall pay any costs and attorneys' fees, which may be awarded pursuant to Fla. Stat. 119.12.

36.6. Upon completion of the Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by the COUNTY to perform the services under this Agreement. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is accessible by and compatible with the information technology systems of the COUNTY.

### **37. ACCESS TO RECORDS**

---

- 37.1. The CONTRACTOR agrees to provide COUNTY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 37.2. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 37.3. The CONTRACTOR agrees to provide the FEMA Administrator or authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

### **38. COUNTY SEAL**

---

Use of the County Seal without the express approval of the Board of County Commissioners is a violation of section 165.043 Florida Statutes punishable as a misdemeanor.

### **39. DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS**

---

The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

### **40. FEMA ASSISTANCE**

---

This is an acknowledgement that FEMA financial assistance will be used to fund a portion of this Agreement. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

### **41. NO OBLIGATION BY FEDERAL GOVERNMENT**

---

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the COUNTY, CONTRACTOR, or any other party pertaining to any matter resulting from this Agreement.

### **42. SURVIVAL OF OBLIGATIONS**

---

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will

survive Final Payment, completion and acceptance of the Work and termination or completion of the Agreement. IN WITNESS WHEREOF, the COUNTY and CONTRACTOR have caused duplicate originals of this Agreement to be executed by its duly authorized representatives.

ATTEST:

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

Rita Pritchett, Chair

Date \_\_\_\_\_

As approved by the Board on September 19, 2017

Reviewed for legal form and content:

Christine Valliere, Assistant County Attorney

ATTEST:

CrowderGulf Joint Venture, Inc.  
Contractor

John Ramsay, President

(Corporate Seal)

Address: 5435 Business Parkway  
Theodore, AL 36582

I hereby certify that \_\_\_\_\_ personally appeared before me and executed the foregoing instrument as the \_\_\_\_\_ of \_\_\_\_\_ on behalf of said corporation. Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK**  
**DISASTER DEBRIS COLLECTION, REDUCTION AND DISPOSAL SERVICES**

**A. BACKGROUND:**

Brevard County is located along the east coast of Central Florida and has a land area of 1,016 square miles, stretching 72 mile long and approximately 30 miles wide. The County is bordered by the Atlantic Ocean and by Volusia, Orange, Osceola, and Indian River counties and has a population of approximately 582,500 residents. The Brevard County Board of County Commissioners' (COUNTY) disaster recovery planning includes considerations for removing and processing the volumes and types of debris expected to be generated by a major disaster such as a hurricane, tornado or severe flooding and the procedures for disposing of that debris. The planning approach is formulated in part on the concept of strategic pre-positioning of plans and resources necessary for timely, coordinated recovery operations, using a combination of county, municipal, and contracted forces.

In the event of a disaster which generates over 100,000 cubic yards of debris, COUNTY envisions the need for multiple Agreements to carry out the debris collection, processing and disposal work throughout Brevard County. If activation of the COUNTY's disaster recovery plan is required, the COUNTY intends to activate Agreements on an as-needed basis as solely determined by the COUNTY. The COUNTY intends to activate Disaster Recovery Contractors (CONTRACTORS) in the order of final ranking as best meets the needs of the COUNTY. The COUNTY reserves the sole right to assign/reassign any or all CONTRACTORS at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action.

CONTRACTOR selected by the County shall support Brevard County (COUNTY) and participating municipalities in the collection and processing of debris resulting from, but not limited to, catastrophic events such as tornadoes, hurricanes and floods. The Scope of Work on an Agreement resulting from this solicitation will generally include:

- a. Debris removal operations from residential public and private streets, roads and right-of-ways, public properties and facilities and delivery of debris to Temporary Disaster Debris Management Sites (DDMS) or authorized landfills;
- b. Set up and operation of DDMS, including daily operations and reclamation of the sites to pre-storm condition or as directed by the COUNTY; and
- c. Processing, loading and hauling material from DDMS to final destination for disposal or beneficial use.

The COUNTY does not guarantee a CONTRACTOR will be activated if awarded an Agreement. The Agreement will be a contingency Agreement that will be activated through a Notice to Proceed (NTP) only in the face of an emergency. As such, no compensation will accrue to the CONTRACTOR unless and until the Agreement is activated either in anticipation of a natural disaster or immediately after such disaster.

The COUNTY'S goal is to complete the debris removal and disposal process from a major natural disaster in no more than 120 days. This assumes that the entire area of the county will be accessible within that period. Due to the low elevation and potential for flooding, some areas might not be accessible for several weeks after a major natural disaster. The CONTRACTOR must be aware that it might not be possible to initiate operations in all parts of the county simultaneously immediately after a storm. The tasks and responsibilities described in this Scope of Work Exhibit A are in addition to those listed in the Agreement.

## **B. PROJECT MANAGEMENT:**

### **COUNTY Contract Administration**

The COUNTY's Solid Waste Management Department Director (DIRECTOR) or designee will direct the disaster debris removal and disposal operations under any Agreement resulting from this Disaster Debris Collection, Reduction and Disposal solicitation.

1. At the COUNTY's direction the CONTRACTOR may be required to be under the direction of the COUNTY's Disaster Recovery Management Consultant (DRMC).

### **CONTRACTOR's Management Responsibilities**

2. The CONTRACTOR, in responding to this solicitation, confirms it has an established management team and established network of resources to provide the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans, and demonstrable experience in major disaster recovery projects to efficiently remove large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris.
3. The CONTRACTOR submits he/she has the experience and capability to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial COUNTY payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance.
4. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents. CONTRACTOR shall promptly report in writing to the COUNTY any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from the COUNTY before proceeding with any Work affected.
5. The CONTRACTOR must be duly licensed to perform the Work in accordance with the State of Florida statutory requirements. The CONTRACTOR shall obtain all permits and licenses necessary to complete the work. The CONTRACTOR shall be responsible for determining what permits and licenses are necessary to perform under the Agreement. Copies of all permits shall be submitted to the DIRECTOR prior to beginning work.
6. The CONTRACTOR shall perform all work in accordance with the Federal Emergency Management Administration (FEMA) guidelines in order to maximize recovery of reimbursable expenses by the COUNTY. This task shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished. If requested by the COUNTY, the CONTRACTOR shall accompany and assist the COUNTY in assessing and preparing initial estimates of debris volume and damage assessment reports for submittal to FEMA and/or Florida Division of Emergency Management (FDEM).
7. Each CONTRACTOR will serve as a General Contractor for the purpose of debris removal and disposal operations, and will be able to use his/her own and subcontractor resources to meet the obligations of the Agreement. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. Notwithstanding, the CONTRACTOR will make every effort to use Small Business Enterprises (SBE), to the maximum extent practicable.
8. The CONTRACTOR shall assign a Project Manager (PM) to the COUNTY to serve as the principal liaison between the DIRECTOR or designee and the CONTRACTOR'S forces. The assigned PM must be knowledgeable of all facets of the CONTRACTOR'S operations and have authority in writing to commit the CONTRACTOR.
9. The PM shall be on call 24 hours per day, seven (7) days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information and shall make arrangements for onsite accommodations. This linkage shall provide immediate contact via cell phone, Fax machine, and have Internet capabilities.

10. The PM will report to the DIRECTOR or designee. This position will not require constant presence; rather the PM will be required to be physically capable of responding to the DIRECTOR within one hour of notification. The PM will participate in daily meetings, functioning as a source to provide essential information regarding the status of operations. The PM shall provide up to date information to COUNTY's Public Information Officer (PIO) for public announcements concerning debris collection schedules, project details, safety requirements, and other information necessary for proper conduct of operations.
11. The PM shall be responsible for acquiring, supervising and directing the Work, using skilled labor and proper equipment for all tasks.

### **Notice to Proceed**

12. Specific work authorization by the COUNTY will be through a written Notice to Proceed (NTP) which will define the Project Area boundaries, Work Zones and the work to be accomplished. The NTP may be amended in writing as needed to accomplish the goal of efficient debris collection and removal.

### **Work Plan**

13. The CONTRACTOR will develop a Work Plan for acceptance by the COUNTY prior to the commencement of the Work. The Work plan must describe the CONTRACTOR's proposed means, methods, and sequencing of the Work outlined in this Scope of Work and shall include, at a minimum:
  - a. CONTRACTOR's key staff, their responsibilities, means of communicating with the key staff including their cellular phone and email addresses. These personnel shall be sufficiently familiar and experienced with the CONTRACTOR's personnel, equipment, and methods of operation to make key and timely decisions so that the debris removal operation proceeds in an efficient, well-coordinated manner.
  - b. CONTRACTOR's Project Manager and substitute personnel who will be authorized to act on its behalf
  - c. CONTRACTOR's subcontractors and the areas of the Work that each subcontractor will execute,
  - d. CONTRACTOR's personnel responsible for resolving all claims of damage including all contact information, a list of the equipment that will be used for the Project,
  - e. a description of procedures that will be followed by the CONTRACTOR to document all Work efforts,
  - f. a proposed progress schedule indicating the number of days for execution and completion of all areas of Work
  - g. a traffic control plan
  - h. a list of any items or decisions that are needed by the CONTRACTOR from the COUNTY to complete the Work in accordance with the requirements of the Contract Documents.
14. CONTRACTOR cannot amend or modify the Work Plan nor commence with any modifications to the Work without the prior acceptance of the proposed amendments by the COUNTY.

## **C. DEBRIS COLLECTION AND DISPOSAL OPERATIONS**

### **General:**

1. CONTRACTOR will be responsible for debris collection, removal and disposal from the Project Area. The Project Area will be subdivided into Work Zones to aid in the scheduling of debris collection and removal efforts. The COUNTY will prescribe the specific schedule for debris removal to be used after ascertaining the scope and nature of the disaster's impacts in consultation with the DRMC and CONTRACTOR. The general concept of debris removal operations includes multiple, scheduled passes of each Work Zone.

2. The debris removal and disposal work shall consist of clearing and removing disaster generated debris as directed by the DIRECTOR and may include:
  - First pass to clear debris from emergency evacuation routes, access roads to critical facilities and all primary roadways.
  - Clearing debris from residential private and public road right of ways and public properties.
  - Loading the debris from roads and right-of-ways.
  - Hauling the debris to an approved DDMS or an authorized landfill
  - Offloading the debris at the DDMS or at an authorized landfill.
3. The COUNTY intends to provide emergency road clearing using its own forces. However, in a significant disaster these resources may be insufficient to perform the clearance activities in a timely manner. Therefore, from 0-72 hours following such a disaster, the CONTRACTOR, as directed by the COUNTY, may be tasked with assisting COUNTY with emergency road clearing services.
4. Emergency road clearing service is to be considered a supplemental and optional service. It is anticipated that debris clearance activities, if needed, would be paid on an hourly basis for equipment and labor. These services may include:
  - a. Clear debris from emergency evacuation routes, access roads to critical facilities, and primary roadways.
  - b. Perform emergency removal of debris if needed for life-saving measures.
5. For emergency road clearing, the CONTRACTOR shall "cut and toss" debris to road shoulders. "Cut and toss" is defined as "the minimum actions necessary to clear the road, within the roadway boundary, for use by emergency crews". CONTRACTOR shall minimize damage to the road shoulder, curb and gutter, and sidewalks. CONTRACTOR shall avoid and minimize placing materials in adjacent ditches or drainage structures.
6. Prior to the commencement of any emergency clearance work, the COUNTY shall identify the sequencing for clearance work and the CONTRACTOR shall provide a schedule for the execution and completion of all such Work for acceptance by the COUNTY.
7. Unless otherwise directed by the COUNTY, eligible debris removal will generally be limited to vegetative debris and construction and demolition debris in, upon, or brought to county or participating municipality residential streets and roads, right-of-ways, public properties and facilities (this includes debris from customers assessed for residential solid waste collection services by the COUNTY).
8. The CONTRACTOR will be responsible for determining the method and manner of debris removal and lawful disposal operations, consistent with the County's Debris Management Plan. Disposal of debris will be at a DDMS, permitted landfill, or other waste management site approved by the COUNTY. The CONTRACTOR will be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all DDMS.
9. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated Project Area during the period of this Agreement. Under no circumstance will the CONTRACTOR mix debris hauled for others with debris hauled under this Agreement. Failure to comply will result in no payment to CONTRACTOR and operator and vehicle will be declared ineligible to provide any additional emergency debris collection services.
10. The COUNTY will conduct daily meetings with CONTRACTOR and other officials to update progress of Work and discuss issues.

**Mobilization:**

11. When a major disaster occurs or is imminent, the COUNTY will contact the CONTRACTOR to advise them of the

COUNTY'S intent to activate the Agreement(s). This will serve to activate the lines of communication between the CONTRACTOR representatives and the COUNTY.

12. The COUNTY will issue a Notice to Proceed (NTP) which will authorize the CONTRACTOR to send a Project Manager to the COUNTY within 24 hours of receiving such notice to meet with the DIRECTOR and begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the stipulated work. This NTP will also direct the CONTRACTOR to execute the required Performance and Payment Bond. The CONTRACTOR should anticipate receiving this NTP 24 to 72 hours after landfall of hurricane. The CONTRACTOR shall commence mobilization immediately upon receipt of the NTP and shall meet the following minimum progress patterns:
  - a. Within 24 hours of NTP: CONTRACTOR will establish an operations center (Center) in the COUNTY to maintain continuous communications with all of the CONTRACTOR's ancillary sites and facilities, work crews, other key response and recovery groups involved in the Project, and COUNTY personnel, and if directed, the COUNTY'S Disaster Recovery Management Contractor (DRMC).
  - b. Within 48 hours: CONTRACTOR shall begin collection activity within assigned Work Zone(s).
  - c. Within ten (10) calendar days: CONTRACTOR shall provide equipment sufficient to collect a minimum of 10,000 cubic yards of debris per day. (Past COUNTY natural disaster cleanup records show that ten (10) days following disaster, 10,000-12,000 cubic yards of debris was collected per day). Failure to provide sufficient equipment and labor necessary to collect required amount may result in the COUNTY entering into a separate Agreement with another contractor for collection services.

#### **Hours of Operation:**

13. The CONTRACTOR is authorized to collect debris during daylight hours (sunrise to sunset), seven (7) days per week.
14. Any deviations from the schedule will require COUNTY approval.

#### **Equipment and Vehicle Certifications:**

15. All trucks and equipment used to perform Work must be in compliance with all applicable federal, state, and local rules and regulations.
16. The COUNTY or DRMC shall complete truck certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris in accordance with FEMA guidelines. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed and certified by the COUNTY or DRMC. Each operator shall keep COUNTY certification with them at all times. The COUNTY reserves the right to re-measure trucks and trailers at any time to verify reported capacity. If a truck and/or trailer are re-measured and the yardage capacity is determined to be lower, the lower yardage volume will be retroactive to the initial load and total volume adjusted accordingly.
17. Prior to commencing operations, the COUNTY or DRMC shall affix to each piece of equipment, placards or signs indicating the CONTRACTOR's name, Owner/Operator's name and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. The maximum volume of any load bed shown on the placards affixed to each piece of equipment shall be the same as the reported maximum measured volume on the truck certification.
18. Any and all unapproved changes to placard will result in no payment to CONTRACTOR and operator and vehicle will be

declared ineligible to perform any additional emergency debris collection services.

19. There shall be no hand loaded equipment allowed.
20. All trucks and trailers utilized in hauling debris shall be equipped with a tailgate that will effectively contain the debris during transport and that will permit the trucks to be filled to capacity. If installed, all sideboard extensions must remain in place throughout the operation, or the vehicle must be re-measured and remarked. All extensions to the bed are subject to acceptance or rejection by the COUNTY Inspector.
21. Trucks used to haul debris must be capable of rapidly dumping their load without the assistance of other equipment.

#### **Segregation of Waste:**

22. Curbside segregation of debris and disaster-generated or related wastes is an element of the COUNTY'S disaster recovery program. The CONTRACTOR will be required to aid in the segregation and waste stream management processes.
23. Putrescible residential garbage, white goods, and furniture will be collected by COUNTY'S franchise waste hauler and are not considered eligible debris and are not to be collected or transported by CONTRACTOR forces, unless expressly authorized by the COUNTY. If authorized, putrescible garbage must be delivered to the COUNTY'S Central Disposal Facility or one of the COUNTY'S Transfer Stations. White goods and furniture may be delivered to a DDMS or landfill if approved by the COUNTY.

#### **Vegetation and Construction and Demolition Debris**

24. It is the COUNTY'S goal to ensure that vegetation and construction/demolition debris remain separate. Mixing of loads by the CONTRACTOR at the road right of way will not be permitted unless expressly authorized by the COUNTY.
25. Any waste, other than vegetation or construction and demolition debris, i.e. household hazardous waste (HHW), hazardous waste, biohazardous waste, dead animals, etc. encountered by the CONTRACTOR is to be set aside and not collected unless specifically authorized by the COUNTY.

#### **Hazardous Waste and Biohazardous Waste**

26. Typically HHW, hazardous waste and biohazardous waste disposal shall be the responsibility of the generator. However, if determined by the COUNTY to be necessary to protect the public health and safety, the COUNTY may authorize the CONTRACTOR to collect these wastes and transport them to a designated site for temporary storage prior to disposal. The CONTRACTOR shall provide copies of all hazardous waste and biohazardous waste licenses, certification and permits necessary for handling such wastes prior to undertaking this work.
27. The CONTRACTOR shall identify locations in the public right of way with suspected HHW, hazardous or biohazardous waste, secure the sites by placing stakes and flagging tape around the area where these waste has been identified, notify the COUNTY and obtain authorization from the COUNTY to remove such waste.
28. The CONTRACTOR shall transport hazardous waste to one of the COUNTY'S Household Hazardous Waste Collection Centers located at the Central Disposal Facility in Cocoa, the Sarno Road Landfill in Melbourne, the Mockingbird Way Mulching Facility in Titusville, or another facility designated by the COUNTY.
29. CONTRACTOR is strictly prohibited from bringing any hazardous or biohazardous wastes to any temporary debris-processing site or solid waste disposal facility.

#### **Dead Animals**

30. The CONTRACTOR shall collect and transport dead animals to the COUNTY's Central Disposal Facility in Cocoa only as directed by the COUNTY.
31. CONTRACTOR will not be responsible for disposal fees associated with these dead animals.

#### **Sand/Sediments**

32. The CONTRACTOR is responsible for collecting debris-laden white beach sand and other sediments from rights-of-way and roadways only as directed by the COUNTY and transporting the debris-laden sand to a DDMS.
33. CONTRACTOR shall screen sand using equipment designed with a heavy-duty grid and screens to filter and remove all debris larger than ¼ inch in diameter.
34. CONTRACTOR shall stockpile and segregate all screened white beach sand at the DDMS and stabilize, maintain and protect such sand stockpiles from contamination until the clean sand material is removed by the COUNTY. The CONTRACTOR is also responsible for ensuring that sand is not removed from the stockpiles by wind erosion, water erosion, or other means.
35. At the direction of the COUNTY, the CONTRACTOR shall remove other sediments (e.g. sand, gravel, clay, and other materials not suitable for return to the beaches) from rights-of-way, roadways, and public property. The CONTRACTOR will haul these materials to spoil areas designated by the COUNTY.

#### **Collection of Debris:**

36. The CONTRACTOR shall conduct the Work so as not to interfere with the disaster response and recovery activities of federal, state or local governments or agencies, or of any public utilities or other private contractors.
37. The CONTRACTOR shall remove vegetative and construction and demolition debris from public property and public right-of-ways within the Project Area located in unincorporated Brevard County, Florida, and participating municipalities to temporary DDMS or authorized landfill as designated by the DIRECTOR.

#### **Private Property**

38. CONTRACTOR will not proceed onto or collect debris from private property unless directed to do so by the COUNTY.
39. Should the COUNTY deem a disaster event to be of such magnitude that pick-up on the public right-of-way is not practical or sufficient to eliminate immediate threats to public health and safety, the CONTRACTOR may be directed by the COUNTY to collect debris from private property.
40. CONTRACTOR will assist the COUNTY in obtaining rights-of-entry, hold harmless consents, and insurance information from property owners prior to entry onto private property.
41. When directed by the COUNTY, the CONTRACTOR will load and haul destroyed vehicles to a holding area designated by the COUNTY. Once delivered, final resolution will be negotiated between the COUNTY and respective insurance companies.

#### **Work Zones**

42. The CONTRACTOR shall not begin collection of debris within a Work Zone without a COUNTY or DRMC loading site monitor present.
43. The CONTRACTOR shall not move from one designated Work Zone to another without prior approval from the DIRECTOR or designee. CONTRACTORS and/or subcontractors that move to a Work Zone without prior COUNTY

approval may be terminated immediately.

44. The COUNTY reserves the right to relocate CONTRACTOR to another Project Area based on need and ability to perform required work at an acceptable level. The COUNTY reserves the right to immediately terminate CONTRACTOR and any subcontractor who fails to provide service in accordance to guidelines set forth by FEMA and the COUNTY.
45. The CONTRACTOR's drivers will be given electronic or paper load tickets at the loading site by the COUNTY's or DRMC's loading site monitor for each load delivered to the DDMS. Debris hauled to a DDMS will require a valid load ticket.

### **Securing Debris**

46. The CONTRACTOR shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the CONTRACTOR shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport.
47. Tarps or other coverings shall be provided by the CONTRACTOR to prevent materials from falling or being blown from the bed. Loads not properly tarped or otherwise covered will not be allowed to dispose at any COUNTY approved DDMS which may result in non-payment to CONTRACTOR.
48. Cyclone fence may be used as temporary tailgates if they comply with the following specifications, however, truck may incur an automatic capacity deduction per FEMA guidelines:
  - Fencing must be permanently attached to one side of the truck bed.
  - After loading, the fencing must be tied to the other side of the truck bed at two places with heavy gauge wire.
  - Fencing must extend to the bottom of the bed.
  - After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations.
  - Solid iron metal bars must be secured to both sides of the fencing.

### **Safety and Maintenance and Protection of Traffic:**

49. Safety of the CONTRACTOR'S personnel and equipment is the responsibility of the CONTRACTOR.
50. The CONTRACTOR shall develop a traffic control plan along potential haul routes and at debris management and disposal sites. The plan shall be approved by the DIRECTOR.
51. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the Project Area as necessary.
52. All streets and travel ways shall remain open to the passage of vehicular and pedestrian traffic during the prosecution of the Work, unless prior written consent is obtained from the COUNTY and the governing body having jurisdiction over the street or travel way.
53. In order to maintain effective traffic control and warn of hazards, CONTRACTOR shall provide all necessary signs, signals, barricades, flares, lights, other devices, and personnel and be responsible for the maintenance of all such devices. The CONTRACTOR shall ensure that all equipment is in place and in good condition.
54. Maintenance and protection of traffic shall be provided in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and any provisions contained in the plans or the contract documents in areas affected by the Contractor's operations.

55. The correct sequence and spacing of signs, either permanent or temporary must be maintained at all times in accordance with MUTCD. All signs, including guide signs, shall indicate actual conditions at all times. The traffic maintenance schemes shown in the MUTCD describe the minimum methods and control devices necessary. The COUNTY may order additional devices, the immediate covering, movement, removal, or change of any device, and/or may order additional methods to meet field conditions.
56. CONTRACTOR shall provide and maintain safe and adequate ingress and egress to and from intersecting highways, homes and commercial establishments to the satisfaction of the COUNTY.
57. When crossings, obstructions, or the temporary closures of streets or travel ways are required, the CONTRACTOR shall provide and maintain suitable bridges, detours or other temporary measures, all of which must be to the satisfaction of the County, for the accommodation of traffic.
58. Unless otherwise agreed to or specified, the CONTRACTOR will provide the COUNTY and any affected party a minimum of 48 hours advance notice of any operations that will impact police, fire, and other emergency response operations.
59. Unless otherwise agreed to or specified, the CONTRACTOR will provide the COUNTY and any affected party a minimum of 24 hours advance notice of any operations that will impact owners and tenants of private properties for a period of two or more hours.
60. The CONTRACTOR shall remove temporary equipment and facilities when no longer required, and restore area to original or specified conditions upon removal.
61. The duration of the operation shall be for the minimum time practical. Traffic shall be restored as soon as the street or travel way is safely passable.

### **Parking Control**

62. CONTRACTOR shall control all CONTRACTOR related vehicular parking so as to not interfere with public traffic and parking, access to emergency vehicles, the COUNTY's operations, or Work operations.
63. CONTRACTOR shall coordinate with the COUNTY to provide temporary parking facilities for the public as Work operations dictate.
64. CONTRACTOR shall provide parking areas for worker's private vehicles that comply with applicable laws, regulations, codes, and ordinances.
65. CONTRACTOR shall ensure free vehicular access to and through the parking areas.
66. CONTRACTOR shall not permit parking on or adjacent to access roads or in non-designated areas.

### **Haul Routes**

67. CONTRACTOR shall consult with governing authorities and establish thoroughfares, which shall be used as haul routes and DDMS access.
68. CONTRACTOR shall confine the prosecution of the Work to designated haul routes.
69. CONTRACTOR will be required to provide traffic control at critical points of haul routes to expedite traffic flow and minimize interference with normal public traffic.

## **D. TEMPORARY DISASTER DEBRIS MANAGEMENT SITE OPERATIONS**

### **General**

1. The COUNTY will make every effort to identify strategically located temporary DDMS throughout the County prior to a natural disaster. Depending upon the severity of the natural disaster, additional temporary DDMS will be identified as needed. The locations of County landfills and publicly owned sites currently under consideration as DDMS are shown on Attachment A-1.
2. Locations of any additional DDMS will be approved by the COUNTY. The CONTRACTOR shall use only DDMS approved by the COUNTY and FDEP.
3. The COUNTY plans include use of two types of Temporary Disaster Debris Management Sites (DDMS):
  - a. Vegetative DDMS will be devoted to the temporary storage of clean vegetative debris, and reduction by either grinding or burning. The COUNTY expects the material to be recycled and/or beneficially used if processed by grinding.
  - b. Construction & Demolition (C&D) DDMS may be required depending upon the size and type of devastation to the COUNTY with separate C&D and mixed debris staging areas. The COUNTY requests that CONTRACTOR implement recycling and/or reduction programs to minimize the quantity of construction debris material to be landfilled.
4. The CONTRACTOR shall manage and operate the DDMS. Only debris authorized to be collected and hauled from the CONTRACTOR's Project Area shall be accepted at the DDMS. The public will not be permitted to use these sites.
5. The COUNTY or participating municipality may also establish designated homeowner drop-off sites within the Project Area for the convenience of the residents. The CONTRACTOR will be responsible for removing all eligible debris from those sites at the direction of the DIRECTOR or designee.
6. CONTRACTOR shall provide all necessary labor, materials and equipment to process, load and haul mulch and construction and/or mixed debris from DDMS to final destination for disposal as directed by the COUNTY. The work shall consist of performing debris reduction by grinding, mulching and/or air curtain incineration of storm generated debris as directed by the COUNTY.
7. The COUNTY reserves the right to contract with other firms to process, load and haul wood chips and construction and/or mixed debris to a final destination as may best meet the needs of the COUNTY. All mulch, wood chips, construction and/or mixed debris shall be disposed of or put to beneficial use in accordance with all local, State of Florida and federal guidelines.

### **Temporary Debris Site Management Plan**

8. The CONTRACTOR shall provide a Site Management Plan to the DIRECTOR. The plan shall be drawn to a Scale of 1" = 50' and address the following functions:
  - Access to site
  - Site preparation -clearing, erosion control, and grading
  - Traffic control procedures
  - Safety
  - Segregation of debris
  - Location of inspection tower, sanitary facilities, debris storage area, mulching operations area, hazardous material containment area, CONTRACTOR work area,

- Location of incineration operations (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures
- Location of existing structures or sensitive areas requiring protection

### **Temporary DDMS Set Up**

9. All pre-storm identified DDMS sites shall be set up according to the Plan, opened by the CONTRACTOR and operational within 24 hours after receiving approval from the COUNTY to operate the debris site; or within 72 hours for post-storm identified DDMS sites.
10. The COUNTY shall take photographs of the site prior to set up and operations to document the condition of the site prior to use and as basis for site restoration.
11. The CONTRACTOR shall set up an Inspection Tower for COUNTY monitor(s). The tower shall have a roof for rain and sun protection with a minimum of 6'-6" of headroom, and be of sufficient size to support a minimum of three (3) inspectors and of adequate height to measure all incoming trucks. The CONTRACTOR may use OSHA approved scaffolding towers or scissor lifts.
12. Each DDMS shall be equipped with two (2) portable toilets. Toilets shall be provided immediately upon completion of tower assembly.
13. The CONTRACTOR will setup a lined containment area and separate any HHW inadvertently delivered to a DDMS.
14. The CONTRACTOR shall assign a DDMS foreman to direct DDMS operations. The foreman is responsible for management of all operations of the site to include, traffic control, dumping operations, segregation of debris, burning, grinding, and safety.
15. CONTRACTOR shall maintain all temporary debris-processing sites in accordance with all local, state, and federal rules and regulations including requirements for erosion control, storm water management, fire control.
16. CONTRACTOR shall provide a water truck, or other approved means for applying water to site surface and debris piles to minimize fugitive emissions.
17. Only the CONTRACTOR's vehicles and others specifically authorized by the COUNTY will be allowed to use the DDMS. Only one (1) level of subcontractor will be allowed to operate the site. There will be no multi-tiered subcontractors (sub of a sub) allowed to operate DDMS.

### **Temporary DDMS Services**

18. The CONTRACTOR is responsible for all debris management activity at DDMS operated by their subcontractor and who must have an employee on site at all times debris is being loaded or unloaded, moved, or reduced to oversee daily operations.
19. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the CONTRACTOR. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area.
20. The COUNTY will inspect each load to verify the contents are considered eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at a landfill or another approved facility. The Contractor will not invoice the City for such loads. No payment will be made for ineligible loads.

21. The COUNTY or the COUNTY's Agent shall make load calls and will be responsible for determining cubic yards of material brought to the site by the CONTRACTOR's certified trucks.
22. The COUNTY's DRMC will issue load tickets and provide a copy of each load ticket or disposal ticket indicating the measured quantity of the load to the driver operating each of the CONTRACTOR's trucks. The COUNTY DDMS monitor will retain one copy of the load ticket.
23. Material entering a DDMS shall be deposited in manageable piles; different types of debris shall be kept in separate piles. CONTRACTOR shall be responsible for inspection and maintenance of each pile to ensure traffic maneuverability and ease of load dumping, access to the piles by emergency vehicles and personnel in case of fire or other emergency, and relocation of all loads not dumped in the appropriate locations or that result in the mixing of once separated debris at no additional charge to the COUNTY. The CONTRACTOR shall perform the inspection and necessary maintenance a minimum of once per operating day.
24. CONTRACTOR shall be responsible for cleaning up all trash and litter generated on the site from daily operations and depositing into a solid waste container for collection and disposal at a solid waste landfill or transfer station.
25. CONTRACTOR shall provide stabilized ingress and egress to each debris-processing site and shall maintain such access throughout the life of the site. The entrance roadway and surrounding area within ½ mile of the site's entrance shall be kept free of debris by the CONTRACTOR.

#### **Processing, Loading and Hauling Material**

26. The CONTRACTOR shall provide all necessary labor, material and equipment to process, load and haul mulch/wood chips and construction and demolition debris or mixed debris from DDMS to final destination in Brevard County for disposal or beneficial use as directed by the COUNTY. The COUNTY reserves the right to contract with other firms to process, load and haul wood chips and construction and/or mixed debris to a final destination as may best meet the needs of the COUNTY.
27. CONTRACTOR shall reduce large stumps to a size capable of being processed by the CONTRACTOR's grinding equipment. All vegetative debris at each DDMS must be processed.
28. The CONTRACTOR shall begin grinding vegetative debris within 7 calendar days of notification by the COUNTY and shall begin removing mulch/wood chips within 28 calendar days of date mulching begins. The CONTRACTOR shall begin removal of construction and demolition debris and mixed debris from DDMS to an approved final destination within 60 days of site opening date.

#### **Mulching/Grinding:**

29. CONTRACTOR will only mulch/grind clean vegetation that contains less than 10% contaminants and no plastics.
30. The grinding must produce a mulch product with ninety-five (95%) of its final particle size less than three (3) inches in its longest diameter.
31. CONTRACTOR will place mulch in piles no greater than 15 feet high. An adequate fire lane shall be provided between piles to permit access by water trucks or firefighting equipment as necessary. Once the mulch has been transported to a designated facility within Brevard County, it becomes the responsibility of the COUNTY for further resolution.

#### **Burning:**

32. CONTRACTOR shall obtain approval from the appropriate State agencies prior burning vegetative debris.

33. CONTRACTOR shall use a state approved pit air curtain incinerator, or portable air curtain incinerator. CONTRACTOR is responsible for monitoring all burning operations to ensure efficient operation and compliance with all clean air and other applicable federal, state and local regulations and standards.
34. CONTRACTOR will transport resulting ash to the Central Disposal Facility, or other facility approved by COUNTY.
35. While stockpiled at a DDMS, ash will be placed by the CONTRACTOR on impermeable liners adequate to prevent runoff or possible contamination, unless otherwise authorized by FDEP. Liners will be provided, installed, and maintained by the CONTRACTOR.

**Recycling:**

36. The CONTRACTOR is encouraged to recycle materials in accordance with local, state, and federal regulations.
37. Any efforts to segregate recyclable materials and the potential economic return are at the discretion of the CONTRACTOR.

**Removal:**

38. The CONTRACTOR shall notify the COUNTY 3 days in advance of removal of mulch/wood chips, C&D or mixed debris from DDMS to final disposal site.
39. All wood chips, construction and/or mixed debris shall be disposed of in accordance with all Local, State of Florida and federal guidelines.
40. Any accumulations of HHW inadvertently delivered to a DDMS shall be transported to a Household Hazardous Waste Collection Center under the direction of the DIRECTOR or designee.

**DDMS reclamation**

41. At the completion of the Work, CONTRACTOR shall remove all garbage, waste materials, rubbish, debris, contaminated soils, etc. from and about the DDMS, as well as all tools, appliances, equipment and machinery.
42. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents. Such restoration may include grading of the site to pre-use condition, and seeding and mulching of the exposed areas per Florida Department of Transportation Standard Specifications for Road and Bridge Construction, January 2018, Section 570-Performance Turf, or paving as deemed necessary by the COUNTY.
43. CONTRACTOR may use screened soils that are free of contaminants for site restoration.
44. The COUNTY shall determine the acceptability of the restoration upon inspection by the DIRECTOR or designee.

**E. PAYMENTS**

1. The COUNTY will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR by measuring all loads brought by the CONTRACTOR to each DDMS or solid waste disposal facility.
2. Payment for debris collected, hauled, processed and disposed will be based on the quantity of debris hauled to the DDMS or landfill in cubic yards as recorded on the electronic or paper load ticket.
3. Payment will be made against the CONTRACTOR'S invoice once the COUNTY and CONTRACTOR load tickets and/or scale tickets match. Load tickets not properly completed will not be paid.

4. The Contractor will not be compensated for disposing of any material not defined as eligible debris.

## **F. TERMINATION**

CONTRACTOR may be immediately terminated and not paid for the following:

- Collection of any non-eligible debris.
- Moving to another designated Work Zone without prior COUNTY approval.
- Failure to provide service in accordance to guidelines set forth by FEMA and the COUNTY.
- Soliciting work from private citizens or others to be performed in the designated Project Area during the period of this Agreement.
- Alteration of placards placed on certified trucks and/or trailers.
- Alteration of certified trucks and/or trailers without prior approval, re-measurement and re-certification by COUNTY

## **G. DISPUTES, DAMAGES**

1. Any disputes regarding performance of CONTRACTOR will be presented to the Solid Waste Management DIRECTOR or designee for review. The DIRECTOR or designee shall conduct a complete review and make determination within three (3) calendar days. Decisions of the DIRECTOR or designee shall be final.
2. The COUNTY or designee shall forward all claims of damage to the CONTRACTOR daily. CONTRACTOR must respond to all claims of damage within 24 hours and resolve within ten (10) calendar days, unless otherwise approved by the COUNTY.
3. Mailboxes must be repaired or replaced within two (2) calendar days.
4. In the event the CONTRACTOR fails to repair damages as a result of the Contractor's equipment failure or negligence within the time provided, the COUNTY or designee may arrange for the repairs and assess the CONTRACTOR for the cost of the repairs and any applicable administrative charges. Any disputes as to damage responsibility will be presented to the DIRECTOR for review. The decision of the DIRECTOR will be final.
5. The CONTRACTOR shall be responsible for correcting any notices of violations issued as a result of the CONTRACTOR'S or any subcontractor's actions or operations during the performance of this Agreement. Corrections for any such violations shall be at no additional cost to the COUNTY.
6. The COUNTY shall have the right to correct for CONTRACTOR'S default or under-performance by any means it deems in its best interest.

**ATTACHMENT A-1**  
**BREVARD COUNTY LANDFILLS AND TEMPORARY DISASTER DEBRIS STORAGE SITES**  
**DISASTER DEBRIS COLLECTION, REDUCTION AND DISPOSAL SERVICES**

(In event of disaster, County will pursue additional sites)

North Brevard Road & Bridge Materials Yard  
2984 Old Dixie Hwy, Mims  
Lat 28:40:53 / Long 80:50:56

Mockingbird Way Mulching Facility  
3066 South Street  
Titusville, FL  
Lat 28:34:25.9 / Long 80:50:51.5

Central Disposal Facility  
2250 Adamson Road  
Cocoa FL 32955  
Lat 28:23:39.4955 / Long 80:49:15.7482

Sarno Road Landfill  
3379 Sarno Road  
Melbourne, FL  
Lat 28:6:49.16 / Long 80:41:2.03

South Beaches Wastewater Treatment Plant  
2800 South Highway A1A,  
Melbourne Beach  
Lat 28:2:26.67 / Long 80:33:4.71

**EXHIBIT B  
FEE SCHEDULE  
DISASTER DEBRIS COLLECTION, REDUCTION AND DISPOSAL SERVICES**

The term Fee Schedule as used herein shall mean the unit pricing as shown below and made a part hereof, paid to CONTRACTOR. The unit pricing includes debris pickup and disposal for vegetation, construction and demolition (C&D), sand, hazardous and biohazardous waste, dead animals, and emergency road clearing.

<u>Item Description</u>	<u>Unit Price</u>
Vegetative Debris per CY	\$14.75
C&D Debris per CY	\$14.90
Sand per CY	\$12.50
Hazardous/Biohazardous Waste per lb	\$7.00
Dead Animals per lb	\$1.25
Emergency Road Clearing per hour (inclusive of equipment and operator)	\$340.00

**PAYMENT BOND**



KNOW ALL MEN BY THESE PRESENTS: that

Name of Contractor: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_

a \_\_\_\_\_ hereinafter called "Principal", and  
(Corporation/Partnership/Individual)

Name of Surety: \_\_\_\_\_

Address of Surety: \_\_\_\_\_

hereinafter called "Surety", are held and firmly bound unto the Brevard County Board of County Commissioners, 2725 Judge Fran Jamieson Way, Building A, Room 118, Viera, Florida 32940, hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars, \$ \_\_\_\_\_ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

Project Name: **Disaster Debris Collection, Reduction, and Disposal Services**

NOW, THEREFORE, if the Principal:

1. Promptly makes payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise; and

2. Pays OWNER all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings that OWNER sustains because of a default by Principal under the Contract; then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

**FOR  
PRINCIPAL:**

\_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

**(Affix Seal Above)**

**ATTEST:**

\_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

**FOR SURETY:**

\_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

**(Affix Seal Above)**

**NOTARY:**

\_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

**FLORIDA  
AGENT**

\_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

**NOTARY  
SEAL**

**FLORIDA  
ADDRESS**

\_\_\_\_\_  
Local Agent Name  
\_\_\_\_\_  
Florida Address  
\_\_\_\_\_  
City, State, Zip

**NOTE: If CONTRACTOR is Partnership, all partners should execute BOND.**

**IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Florida.**

**\*\*\* END OF PAYMENT BOND \*\*\***



**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS: that**

Name of Contractor: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_

a \_\_\_\_\_ hereinafter called "Principal, and  
(Corporation/Partnership/Individual)

Name of Surety: \_\_\_\_\_

Address of Surety: \_\_\_\_\_

hereinafter called "Surety", are held and firmly bound unto the Brevard County Board of County Commissioners, 2725 Judge Fran Jamieson Way, Building A, Room 118, Viera, Florida 32940, hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars, \$ \_\_\_\_\_ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ a copy of which is hereto attached and made a part hereof for the construction of:

Name of Project: **Disaster Debris Collection, Reduction, and Disposal Services**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the two-year guaranty period and if CONTRACTOR shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ATTEST:** \_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

**FOR PRINCIPAL:** \_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

(Affix Seal Above)

**ATTEST:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**FOR SURETY:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

(Affix Seal Above)

**NOTARY:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**FLORIDA  
AGENT**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**NOTARY  
SEAL**

**FLORIDA  
ADDRESS**

\_\_\_\_\_  
Local Agent Name

\_\_\_\_\_  
Florida Address

\_\_\_\_\_  
City, State, Zip

**NOTE: Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.**

**IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.**

**\*\*\* END OF PERFORMANCE BOND \*\*\***

E-VERIFY

Contract No: \_\_\_\_\_

Financial Project No: \_\_\_\_\_

Project Description: Disaster Debris Collection, Reduction, and Disposal

Vendor/Consultant/Contractor acknowledges and agrees to the following:

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

1. All persons employed by the Vendor/Consultant/Contractor during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department.

Company/Firm: \_\_\_\_\_

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

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

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

**MASTER SERVICES AGREEMENT**  
**Miles Partnership, LLLP and Space Coast Florida**

This MASTER SERVICES AGREEMENT ("Agreement") is entered into as of the date of the last signature appearing below (the "Effective Date"), between Miles Partnership, LLLP ("Miles") and Space Coast Florida ("Client").

Client wishes to obtain from Miles, and Miles wishes to provide to Customer, certain design, marketing, consulting and other services to Customer as set forth in one or more statements of work to this Agreement.

The parties acknowledge the receipt and sufficiency of good and valuable consideration and hereby agree as follows:

1. **Definitions.** Capitalized terms used in this Agreement will have the following meanings:
  - a. "Confidential Information" means all information disclosed (orally or in writing) by one party ("Discloser") to any other party ("Recipient") prior to the termination of this Agreement (before or after the Effective Date) which is marked "proprietary" or "confidential" or which the Recipient reasonably ought to know the Discloser regards as confidential.
  - b. "Deliverables" means the deliverables to be delivered to Client under this Agreement, as more particularly described in a Statement of Work and includes (a) Third Party Elements and Miles Elements, and (b) any other documents, reports, specifications, operating instructions, software, working papers, work in progress, video, film, multimedia, pictures, graphs and audio material, whether preliminary or final, in or on any media now existing or later developed.
  - c. "Miles Elements" means data, components, designs, utilities, tools, methodologies, specifications and other items owned or developed by Miles prior to, or independently from, its engagement under this Agreement
  - d. "Services" means the services to be performed for Client as specified in an applicable SOW.
  - e. "Statement of Work" or "SOW" is defined in Section 2 below.
  - f. "Testing Period" is defined in Section 4 below.
  - g. "Third Party Elements" means works owned by neither Miles nor Customer, including photographs, text, software, scripts, and graphical material provided by Miles as part of or in connection with the Deliverables.
2. **Services and Deliverables.** To the fullest extent permitted by applicable law, any and all copyrightable aspects of the Deliverables (except for the Miles Elements and the Third Party Elements) will be considered "works made for hire" (as that term is used in Section 101 of the U.S. Copyright Act, as amended). Miles will provide Services and Deliverables to Client pursuant to statements of work to this Agreement executed by the parties (each a "Statement of Work" or "SOW"). Each SOW is hereby incorporated by reference and made a part of this Agreement.
3. **Changes.** From time to time Client may request, or Miles may propose, that Miles implement a change to the Services (each, a "Change"). In the event the parties agree on a Change, Miles may prepare and provide to Client a proposed change order identifying the impact and setting forth any applicable adjustments in the schedule and/or payments to Miles. An authorized representative of each party will promptly sign each such proposed change order to acknowledge the impact and to indicate that party's agreement to the adjustments. Agreed upon change orders will be deemed a part of this SOW, describing the Services or Deliverables being modified by the change order.

4. Acceptance of Deliverables. Unless otherwise agreed in a SOW, after a Deliverable has been provided to Customer, Customer will have fourteen (14) days (the "Testing Period") to determine whether the Deliverable materially conforms to the specifications for that Deliverable set forth in the applicable SOW and notify Miles in writing of its determination. If Customer notifies Miles during the Testing Period that the Deliverable does not materially conform to the specifications for that Deliverable set forth in the applicable SOW, describing the material nonconformity in reasonable detail ("Deficiency Notice"), Miles will correct the material nonconformity at no additional cost to Client by modifying and redelivering the applicable Deliverable. Such redelivery will restart the Testing Period for that Deliverable. If Client does not provide a Deficiency Notice during an applicable Testing Period, Client will be deemed to have accepted the applicable Deliverable.
5. The term of this Agreement will begin on the effective date specified in the SOW and continue for the term specified in the SOW (or, if no term is specified, until Client's acceptance of all Deliverables described in the SOW) or until earlier termination as provided in this Agreement.
6. Termination; Survival. If either party materially breaches this Agreement and fails to cure the breach within thirty (30) days after receiving written notice of the breach from the non-breaching party, the non-breaching party may terminate this Agreement or any SOW affected by the breach upon written notice to the breaching party. In addition, except as otherwise provided in an applicable SOW (including where the SOW specifies a term), Client may terminate this Agreement or any SOW for convenience at any time by providing at least thirty (30) days' written notice to Miles specifying the effective date of termination. No termination of this Agreement or any SOW will relieve Client of its obligation to pay Miles fees for accepted Services and Deliverables completed on or before the effective date of termination. If this Agreement is terminated, all then-existing SOWs will also terminate as of the effective date of the termination of this Agreement. Upon termination of an SOW for any reason, Miles will assist Client with transitioning the Services back to Client or to a new service provider (the "Transition Services") for a period of up to ninety (90) days (the "Transition Term") at the rates set forth in the applicable SOW executed most recently. The Transition Services and Transition Term will be documented in an SOW or Change Order. Following termination of this Agreement or an applicable SOW, Miles will provide a copy of any incomplete or work-in-progress Deliverable to Client in its then current state. Any provision of this Agreement that contemplates performance or observance after expiration or termination of this Agreement will survive any expiration or termination and continue in full force and effect.
7. Fees and Expenses; Taxes. In consideration for the Services and Deliverables provided under this Agreement, and the rights granted by Miles to Customer, throughout the Term of this Agreement, Customer will pay Miles the fees, expenses and other amounts set forth in each SOW. Except as otherwise expressly provided in an SOW, the amounts set forth in an SOW do not include any applicable taxes. Any applicable taxes incurred in connection with Miles' performance under this Agreement (except for taxes based solely on Miles's net income or employees) will be billed to and paid by Customer. If Customer believes it is exempt from any such amounts, Customer must provide Miles with an applicable tax exemption certificate. Miles shall have the right, upon written notice and acceptance by the Client, to modify the rates set forth in the applicable SOW, beginning October 1st, 2018 and each subsequent 12 month period, with a maximum increase of 5% per annum and will provide a new SOW to the Customer.
8. Invoicing and Payment. Client will pay correct invoices submitted by Miles for Services and Deliverables provided to Client in accordance with the Florida Prompt Payment Act (within 45 days of County Finance receiving a correctly submitted invoice). If an SOW sets forth another time frame, the time frame as set forth in the SOW shall prevail. Client's failure to pay any amount when due will be deemed a material breach of this Agreement.

9. Subcontractors. Miles may perform the Services with personnel of Miles or with subcontractors.

10. Ownership and Intellectual Property Rights.

a. **Deliverables.** Each Statement of Work will describe the Deliverables that Miles will provide to Client. Subject to receipt by Miles of all amounts due under this Agreement for payment, including payment in advance, Miles hereby assigns to Client all right, title and interest in and to the Deliverables (except for the Miles Elements and the Third Party Elements), including, without limitation, all intellectual property rights.

b. **Miles Elements.** To the extent that any Miles Elements are provided to Client, Miles hereby grants to Client a non-exclusive, revocable, perpetual, limited license in such Miles Elements, solely to the extent necessary to use the Deliverables for the purposes intended under this Agreement. Miles will retain all rights not expressly granted to Client under this Agreement.

c. **Third Party Elements.** To the extent that any Third Party Elements are provided to Client, Miles hereby grants to Client a non-exclusive, revocable, limited license in such Third Party Elements, solely to the extent necessary to use the Deliverables for the purposes intended under this Agreement. Miles may terminate the license granted in this subsection (c) upon written notice to Client in the event that the third party licensor of such Third Party Elements terminates Miles' right to grant the license in this subsection (c) or if Miles reasonably believes that it may no longer have the right to grant such license.

11. Confidentiality.

a. Client is subject to Florida's Public Records Law, including Chapter 119, Florida Statutes, and has a duty to provide public records relating to this Agreement upon request. For those documents not in Client's possession, upon request, Miles shall provide, within a reasonable time, all records requested or allow for the records to be inspected or copied at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Miles shall keep and maintain records related to this Agreement, including the performance of the services/products provided under this Agreement, for at least three (3) years following the termination of this Agreement. THIS PROVISION SHALL SUPERSEDE ALL INCONSISTENT PROVISIONS IN THIS AGREEMENT OR ANY SOW.

b. The duties of confidentiality and nondisclosure under this Agreement will not apply to any information that (i) at the time of disclosure to Recipient, had previously been published or was otherwise publicly available; (ii) is published or becomes otherwise publicly available after having been disclosed to Recipient, unless through the breach by Recipient of its obligations under this Agreement; or (iii) prior to disclosure to Recipient, was already in Recipient's possession on a non-confidential basis.

c. Each party will use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees and professional advisors only on a need-to-know basis, provided that such employees are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

d. Either party may disclose Confidential Information as required by court order or otherwise by law, provided that it gives the other party written notice in advance of such disclosure sufficient to permit the other party to seek a protective order and, if so ordered, discloses only the minimum Confidential Information necessary to comply with the order.

e. Upon termination of this Agreement or at any time upon written request of Discloser, Recipient will return (or destroy at Discloser's option) all copies of Confidential Information in its possession, custody, or control, except that Recipient may retain a copy of Confidential Information solely to demonstrate its compliance with its obligations under this Agreement. Upon

written request of Discloser, Recipient will certify in writing its compliance with this requirement.

f. Each Party's obligations under this Section 11 will survive termination of this Agreement and will continue in full force and effect with respect to Confidential Information of the other party for five (5) years from the date of disclosure of such Confidential Information, except that to the extent the Confidential Information is comprised of trade secrets, the obligation of confidentiality will continue for as long as such information is protected by the applicable law of trade secrets.

12. Warranties.

a. **Authority.** Each party represents and warrants that: (i) it has all requisite legal and corporate power to execute and deliver this Agreement; (ii) it has taken all corporate action necessary for the authorization, execution and delivery of this Agreement; (iii) no agreement or understanding with any other person, firm, corporation or other entity exists or will exist which would interfere with its obligations under this Agreement; and (iv) this Agreement is a legal, valid and binding obligation enforceable against it in accordance with the terms of this Agreement.

b. **Performance.** Miles represents and warrants that it will perform the Services in a workmanlike and professional manner according to the applicable Service descriptions set forth in the applicable SOW.

c. **Client-supplied Materials.** Customer represents and warrants that it either owns or has all necessary rights in any materials it provides to Miles for Miles to use such materials within or in connection with the Deliverables ("Client-supplied Materials"). Client further warrants and represents that to the extent the Client-supplied Materials show any person, Client has obtained all necessary rights and waivers from the individuals (or, in the case of minors, from their parent/guardian) appearing in such Client-supplied Materials sufficient for those persons' name, image, persona and likeness to be used for commercial purposes worldwide, in any and all media, on a perpetual basis. Client will, upon request of Miles, provide documentation sufficient to demonstrate Client's acquisition of such rights.

13. **Disclaimer.** Except as set forth in the preceding section, neither Miles nor its employees, affiliates, agents, suppliers, third party information providers, merchants, licensors nor the like make any warranties of any kind, and disclaim all such warranties, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or non-infringement for the Services or Deliverables provided under this Agreement. Miles does not warrant that the Services or Deliverables will be error-free or that they will not be interrupted, nor does it make any warranty as to the results that may be obtained from the Services or Deliverables, or as to the accuracy, reliability, of any Deliverables.

14. Indemnification.

a. Miles will indemnify Client, the County, and any of its officers, directors, employee and agents, from and against all liabilities, damages, losses, costs or expenses (including without limitation reasonable attorney's fees) arising out of or in connection with any claim, suit, action or proceeding, including, but not limited to, allegations that the Deliverables infringe upon any U.S. copyright, trademark or patent existing as of the Effective Date, provided that Client promptly notifies Miles in writing of any claim alleging such infringement. In the event that some or all of the Deliverables is held by a court of competent jurisdiction to be infringing or if Miles reasonably believes that such Deliverables may be held to be infringing, then Miles will, at its expense: (i) provide a comparable replacement Deliverable; or (ii) obtain for Client a license to continue using the Deliverables. This section sets forth Client's sole and exclusive remedies for any claim of infringement related to the Deliverables or any other intellectual property licensed under this Agreement.

b. Miles will have no liability for any claim of infringement resulting from: (i) Client's use of a superseded or altered release of some or all of the Deliverables if infringement would have been avoided by the use of a subsequent unaltered release of the Deliverables which release is provided to Client; (ii) any Deliverables or other materials not furnished by Miles, including Client-supplied Materials; (iii) use of the Deliverables in combination with any equipment or software not contemplated under this Agreement; (iv) Miles's compliance with unique specifications of Client; (v) the claimed infringement of any patent, copyright or intellectual property right in which Client or any subsidiary or affiliate of Client has any interest, or (vi) modification of the Deliverables by parties other than Miles or its subcontractors.

c. Each party shall be responsible for their own respective attorney's fees arising out of any dispute over the terms or conditions of this Agreement or any SOW.

15. **LIMITATION OF LIABILITY.** In no event will Miles be liable for any special, incidental, consequential, indirect, exemplary, or punitive damages, including but not limited to lost profits, cost of cover, lost revenue, and loss of data, whether or not Miles has been advised in advance of the possibility that such damages may arise. Miles's aggregate liability for any and all claims will not exceed the total amount of fees paid by Client to Miles under this Agreement or any SOW. The limitations provided in this section apply regardless of the legal theory applicable to any such claim, whether in tort, contract, statutory, or otherwise, and regardless of whether any remedy as limited by this section would fall of its essential purpose.

16. **Force Majeure.** Miles will not be liable for failure or delay in its performance under this Agreement if such failure or delay is due to circumstances beyond its reasonable control.

17. **Insurance:** Miles, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.

b. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.

c. **Insurance Certificates:** Miles shall provide Client with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the Client. Said Liability Policies shall provide that the Client be an additional insured. The Client shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the Client and licensed and authorized under the laws of the State of Florida.

18. **Export.** Each party shall comply with all applicable U.S. and export laws, regulations and rules and, in particular, will not export or re-export Confidential Information without obtaining all required government licenses, approvals or waivers.

19. **Governing Law and Choice of Forum.** This Agreement will be governed in all respects by the laws of the State of Florida as they apply to agreements entered into and to be performed entirely within Florida between Florida residents, without regard to conflict of law provisions. Both parties agree that any claim or dispute between them must be resolved exclusively by a state or federal court located in the Middle District of Florida. Both parties agree to submit to the personal jurisdiction of

the courts located therein for the purpose of litigating all such claims or disputes, and waive all claims of *forum non conveniens*.

20. General Provisions.

a. **Injunctive and Other Relief.** Subject to Subsection 11.a. The parties acknowledge that if either party fails to comply with the confidentiality and intellectual property-related provisions of this Agreement, the other party may suffer irreparable harm for which there may be no adequate remedy at law. Accordingly, if either party fails to comply with any provisions of the said sections, then the other party will be entitled immediately to injunctive relief or any other appropriate equitable remedy. The right to seek injunctive relief is not exclusive and is without prejudice to the right to seek any other relief, including monetary damages, which might be appropriate under the circumstances, subject to the limitations provided in this Agreement.

b. **Waiver and Modification.** This Agreement will not be amended except through a writing executed by the parties. Any failure or delay in exercising any right, remedy, or power under this Agreement will not operate as a waiver thereof, nor will any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition under this Agreement will not constitute a waiver of the act or condition itself.

c. **Assignment.** Neither party may assign this Agreement, or any rights or duties under it without the other party's express, prior, written consent, except that either party may assign this Agreement without such consent in connection with any bona fide acquisition of such party or substantially all of such party's assets or business, whether by merger, sale of equity or assets or otherwise. The rights and obligations of this Agreement will bind and benefit any permitted successors or assigns of the parties.

d. **Headings.** Section headings contained in this Agreement are inserted for convenience of reference only, will not be deemed to be a part of this Agreement for any other purpose, and will not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

e. **Notices.** All notices, demands, requests or other communications required or permitted under this Agreement or by law will be in writing and deemed duly served on and given (i) when delivered either personally or by a commercial overnight carrier, with written verification of receipt; or (ii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. Such notices will be in writing and delivered to the address set forth below, or to such other notice address as the other party has provided by written notice pursuant to this provision:

*If to Miles:*

6751 Professional Parkway West  
Suite 200  
Sarasota, FL 34240  
Attn: David Burgess, President

*If to Client:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

f. **Execution in Counterparts.** This Agreement may be executed in counterparts and such counterparts, taken together, will be one and the same Agreement.

**g. Further Assurances.** The parties will execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Agreement.

**h. Order of Precedence.** If there is a conflict or ambiguity between any term of this Agreement and a SOW, the terms of this Agreement will prevail, unless and to the extent that this Agreement or an SOW expressly provides that any portion of the SOW will prevail.

1. Entire Agreement. This Agreement, together with its exhibits and their related attachments, constitutes the entire agreement of the parties respecting its subject matter. It supersedes all prior and contemporaneous communications and understandings and agreements, written or oral, between the parties relative to its subject matter and merges all discussions between them. This Agreement may only be amended by subsequent written agreement which is duly executed by the parties. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated in this Agreement.

**Accepted and agreed:**

**Miles Partnership, LLLP**

**Space Coast Florida**

  
Signature

  
Signature

PRESIDENT  
Title

Chair  
Title

03/19/2018  
Date

03/27/18  
Date

[Signature Page – Master Services Agreement]

Reviewed for legal form and content:

 3/12/18

(Assistant) County Attorney

ATTEST:



SCOTT ELLIS, CLERK



## **STATEMENT OF WORK #1 Web Discovery**

### **Effective Date**

This Statement of Work is entered into as of the date of the last signature appearing below (the "Effective Date").

### **Overview**

Space Coast Florida would like to conduct an evaluation of their current website to identify what is effectual and what are their needs to decide their next steps for 2018.

The Miles team will work with Space Coast Florida to conduct a review and general audit of Space Coast Florida website. Miles will evaluate the current site to identify existing site features and content types, in addition to an evaluation of analytics/data and identification of Space Coast goals along with current trends in the industry with the intention of planning for the steps and needs for a migration to a new Drupal responsive site.

### **Plan of Work**

#### **Strategic Planning, Research and Discovery**

As part of the evaluation process, Miles will conduct a thorough strategic planning and discovery process to include the following:

- Setup of access points and review of existing platform
- Space Coast Florida team & Miles results and in person discovery workshop (Date TBD)
- Competitor evaluation and differentiation discussion
- Research current tracking and performance methods and goal setting
- Research and discovery of short and long term website goals
- Establishment of objectives and associated performance benchmarks
- Space Coast to provide:
  - CMS access
  - Google Analytics Access
  - Marketing Plan or Space Coast Florida Objectives
  - Brand and style guidelines

#### **Discovery Phase deliverables for website build**

- Scope & Contract
- Research
- Brand Exploration
- User experience discovery
- Systems & functionality review and identification
  - Discuss old systems and new expectations
  - CMS review – what works and what doesn't – new needs
  - CRM/listings database review
  - Responsive behavior review
- Search functionality review
- Mapping review
- Discussion of Third-party integrations/partnerships identifications. What needs does Space Coast have and what do they feel is missing (i.e. Shuttle Rock, booking engines, Get Smart Content etc.)

- Strategic plan for website and perform keyword research report using BrightEdge to guide our navigational approach, content organization and SEO

Research and Discovery Phase Total \$14,999.85 (111.11 hours at \$135 per hour)

**Account Service and Coordination**

- In-person meetings with key staff in Space Coast Florida
- Account coordination and project management throughout the discovery phase
- Billing preparations and additional requests
- Presentations and ongoing access to leading industry research, analysis of data structures and options and oversight throughout the entire build process

Account Service Coordination Phase 1 \$4,995 (37 Hours at \$135 per hour)

**Total Cost \$19,994.85 (148.11 hours at \$135 and hour)**

*Any additional hours or addendums will be separately scoped and billed.*

**Payment Schedule \$10,000.00 - 50% at start of work**  
**\$5,000 - 25% Post Research and Discovery Phase**  
**\$4,994.85 - 25% Project Completion**

**Accepted and agreed:**

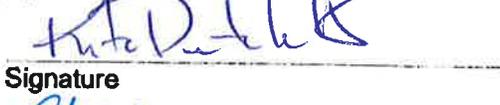
**Miles Partnership, LLLP**

  
 Signature

PRESIDENT  
 Title

03/19/2018  
 Date

**Space Coast Florida**

  
 Signature

Chair  
 Title

03/27/18  
 Date

[Signature Page – Statement of Work #1]

Reviewed for legal form and content:

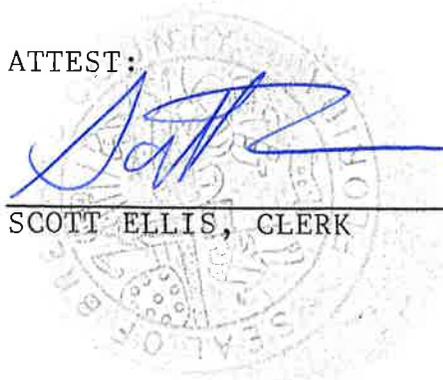
 3/16/18

(Assistant) County Attorney

ATTEST:



SCOTT ELLIS, CLERK



**CONTRACT**

**THIS AGREEMENT** by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and North American Office Solutions, Inc., a business having its primary business location at 6314 Kingspointe Pkwy #7, Orlando, FL, 32819, (hereinafter the "Contractor").

**WITNESSETH:**

**WHEREAS**, the County is desirous of obtaining the services of a vendor to supply and establish definite pricing for the rental of multifunctional devices in various configurations to include copier, printer, facsimile and scanning capabilities, and

**WHEREAS**, the County issued an Request for Proposals (RFP P4-18-01) seeking the services referenced above;

**WHEREAS**, THE Contractor was determined to have submitted the most responsive and responsive proposal;

**WHEREAS**, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

**NOW THEREFORE**, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **SCOPE OF THE WORK:** The Contractor shall be prepared to furnish all labor, materials, equipment, machinery, tools, apparatus and transportation to perform all work or services specified in Attachment "A", (Scope of Services), Attachment "B" (Contractor's Technical Response – Service section) and Attachment "C" (Contractor's Transition Plan and Schedules section) , attached hereto and made a part hereof by this reference.
2. **TERM:** The term of the Agreement shall begin March 6, 2018 and continue through March 5, 2023, with an optional one (1) year renewal under mutual agreement by both parties
3. **PAYMENTS:** County shall pay the Contractor for Services provided under this Agreement as provided in Attachment A to this agreement and made a part of this agreement by this reference. Pricing for said services shall be in accordance with Attachment "D" to this agreement and made a part of this agreement by this reference. Payment Schedule for the rental portion of this contract shall be in accordance with Attachment "E" to this agreement and made a part of this agreement by this reference. Said pricing and payment schedule shall apply to Attachment "F", Equipment List, to be determined after final delivery of all equipment and signed by the Contract Manager for each party identified in the Notice clause of this contract. If equipment is added or deleted in accordance with this Agreement, Attachment "F" shall be amended and resigned by each party. Attachment F shall include a column which identifies delivery date of each piece of equipment. The County reserves the right to deduct from any contractor invoice an amount for defective or nonconforming work, or for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.
4. **INDEMNIFICATION:** The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the

Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by in part by a party indemnified thereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

5. **PERSONAL PROPERTY:** COUNTY warrants that the Equipment is, and shall at all times during the Contract term remain, personal property.

6. **RISK OF LOSS OR DAMAGE:**

a. From and after acceptance of any Equipment to County's premises, County shall be responsible for and hereby assumes the entire risk of loss, theft, damage, or destruction with respect to all of any part of the Equipment, unless caused solely by the misconduct or negligence of Contractor. Except as otherwise expressly provided herein, no such occurrence shall relieve County of its obligations hereunder.

b. In the event any Equipment is damaged after acceptance, County shall promptly notify Contractor. If such damaged Equipment can be repaired and rendered in as good repair, condition and working order as before the damage and the damage is not covered under warranties, County shall promptly effect the same at its own cost and expense.

7. **MODIFICATIONS TO CONTRACT:** This contract, together with any exhibits, task assignments and schedules constitute the entire contract between the County and the Contractor and supersedes all prior written or oral understandings. This contract and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

8. **INSURANCE:** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.

b. **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.

c. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.

d. **Insurance Certificates:** The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

9. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this

contract each party shall bear its own attorney's fees and costs.

10. **GOVERNING LAW:** This agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

11. **COMPLIANCE WITH STATUTES:** It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.

12. **VENUE:** Venue for any legal action by any party to this agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

13. **ASSIGNMENTS:** Contractor shall not assign any portion of this agreement without the written permission of the County. Payments by County due or to become due under it, may be assigned or otherwise transferred, either in whole or in part, by Contractor and its assignee, without affecting any obligations of County, and in such event Contractor's transferee or assignee shall have all the rights, powers, privileges and remedies of Contractor hereunder to the extent of such transfer or assignment. Any assignee's rights shall be free from all defenses, set-offs or counterclaims, which County may have. No assignee shall be obligated to perform any duty or condition required to be performed by Contractor under the terms of this Contract.

14. **TERMINATION:** If either party fails or refuses to perform any of the provisions of this contract or otherwise fails to timely satisfy the contract provisions, either may notify the other party in writing of the nonperformance and terminate the contract or such part of the contract as to which there has been delay or a failure to properly perform. If the nonperformance is not cured within ninety (90) days of said notification, termination is effective upon the issuance of the Notice of Termination. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment for work completed prior to the effective date of termination.

**15. TERMINATION FOR CONVENIENCE:**

The term of this Rental Agreement shall be for a period of 60 months commencing on March 6, 2018 and terminating on March 5, 2023, providing however that the County may terminate this Agreement for lack of funding upon providing thirty (30) days written notice to the Contractor. In the event of a termination for lack of funding, the parties agree that the only termination damages payable by either party will be prorated rent up to the date of termination, and any other sums the respective party is otherwise obligated to pay under the terms of this Agreement up to the effective date of termination, and any other sums the respective party is otherwise obligated to pay under the terms of this Agreement up to the date of termination.

16. **INDEPENDENT CONTRACTOR:** The contractor shall perform the services under this agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.

17. **RIGHT TO AUDIT RECORDS:** The COUNTY or any of its duly authorized representatives reserves the right to audit the records of the CONTRACTOR related to this Agreement at any time during the prosecution of the work included herein and for a period of five (5) years after final payment is made.

Both parties understand that Brevard County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. "Public Records" are defined "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the

physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency" Fla. Stat. 119.011(12).

Pursuant to Florida Statute Chapter 119, generally, and 119.0701 specifically, if records created by the COUNTY or the CONTRACTOR related to the performance of the services under this Agreement do not fall under a specific exemption under Florida or federal law, the records -whether created or maintained by the CONTRACTOR or the COUNTY-must be provided to anyone making a public records request. It will be the CONTRACTOR'S duty to identify any information in records created by the CONTRACTOR which it deems is exempt under Florida or federal law and identify the statute number which requires the information be held exempt.

A request to inspect or copy public records relating to this Agreement must be made directly to the COUNTY. If the COUNTY does not possess the requested records, the COUNTY shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 and Brevard County Board Policy.

Should any person or entity make a public records request of the COUNTY which requires or would require the COUNTY to allow inspection or provide copies of records which the CONTRACTOR maintains are exempt under the Public Records Law or otherwise confidential, it shall be the CONTRACTOR'S obligation to provide the County within a reasonable time of notification by the COUNTY to the CONTRACTOR of the records request, of the specific exemption or confidentiality provision to allow the County to comply with the requirements of Florida Statute 119.07(1)(e) and (f). Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the CONTRACTOR to the County which the CONTRACTOR maintains are exempt or confidential from such inspection/production as a public record, the CONTRACTOR shall hire and compensate attorney(s) who shall represent the interests of the County as well as the CONTRACTOR in defending such action. The CONTRACTOR shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to Fla. Stat. 119.12.

Should the CONTRACTOR fail to provide the public records to the COUNTY within a reasonable time, the CONTRACTOR is subject to penalties under s. 119.10.

The CONTRACTOR shall ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the COUNTY.

Upon completion of the Agreement, the CONTRACTOR shall transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. The CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY upon request for public records. All records stored electronically must be provided to the COUNTY upon request for public records. All records stored electronically must be provided to the COUNTY upon request for public records.

~~IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF ANY OF THE ABOVE PROVISIONS, THE CONTRACTOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (PHONE: 321-617-7390, EMAIL: BARBARA.MCKUHEN@BREVARDFL.GOV, MAILING ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, BUILDING C, ROOM 303, BREVARD COUNTY, FLORIDA 32909).~~

**TO THE COUNTY, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (PHONE: 321-617-7390, EMAIL: BARBARA.MCKUHEN@BREVARDFL.GOV, MAILING ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, BUILDING C, ROOM 303,**

**VIERA, FL 32940).**

18. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a contractors intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

19. **FEDERAL TAX ID NUMBER:** The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

20. **EMPLOYMENT:** The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this contract without written consent from the County.

21. **PUBLIC ENTITY CRIMES:** 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 Contractor under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

22. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES (to be used when contract involves purchase of services or good in excess of \$1M):**

Pursuant to § 287 .135(2), Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; (2) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or (3) is engaged in business operations in Cuba or Syria.

As required by § 287.135(5), Florida Statutes, prior to entering into a contract (formal contract or purchase order in excess of \$1 million dollars to provide goods or services to Brevard County, individual with authority to execute this Agreement for the shall file a sworn statement with the contracting officer or Purchasing Director, as applicable verifying that none of the three conditions above exist. If the Contractor is found to have falsified the attached affidavit, the County/Owner may terminate the contract.

If subsequent to the submittal of the attached affidavit, the Contractor (1) has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; (2) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or (3) is engaged in business operations in Cuba or Syria, the County/Owner may terminate the contract

23. **CONSTRUCTION OF AGREEMENT:** The parties hereby acknowledge that they fully reviewed this agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this agreement shall not be construed against any party as if they were the drafter of this Agreement.

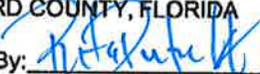
24. **NOTICE:** Notice under this agreement shall be given by certified mail or hand delivery as follows: Teresa Camarata, Central Services Director, 2725 Judge Fran Jamieson Way, Suite C-303, Viera, FL 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows: Rich Johnson, Account Executive, North American Office Solutions, 6314 Kingspointe Pkwy. #7, Orlando, FL 32819.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:

  
\_\_\_\_\_  
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

By:   
\_\_\_\_\_  
Rita Pritchett, Chair

Approved as to form and legal content:

  
\_\_\_\_\_  
Shannon L. Wilson, Deputy County Attorney

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

As approved by Board on: \_\_\_\_\_

CONTRACTOR

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

Date: 3/5/18

KYLE MUEHLSTEIN  
\_\_\_\_\_  
Name & Title, Typed or Printed

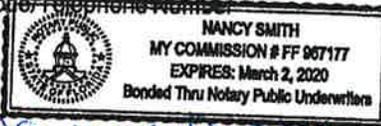
NORTH AMERICAN office solutions, inc  
\_\_\_\_\_  
Name of Company, Corp., etc.

6314 Kingspointe Pkwy. #7  
\_\_\_\_\_  
Mailing Address

ORLando, FL 32819  
\_\_\_\_\_  
City, State, Zip

407-264-0283  
\_\_\_\_\_  
Area Code Telephone Number

SEAL



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

Nancy Smith, Notary  
\_\_\_\_\_  
Name & Title, Typed

**ATTACHMENT 'A'**  
**SCOPE OF SERVICES**

All products provided under this Contract meet or exceed all conditions and specifications.

**1. GREEN PROCUREMENT**

All machines shall be Energy Star Compliant.

**2. PRICES**

All prices include delivery to user location, installation, all supplies (paper, toner, developer, cartridges, staples, waste containers, etc.) training and removal of used toner charges. Prices include a standard cabinet/stand and a separate paper cassette for 8 ½ x 11, 8 ½ x 14, and 11 x 17 (if applicable). All machines have a meter, copy control, or copy monitor supplied.

All maintenance/service charges are included in the price per copy. The County will be charged for actual copy usage only.

Equipment provided includes all standard features indicated by the manufacturer's technical documentation.. Prices include: braces, parts, additional memory (if required), surge protection (if necessary) and all hardware or software required, other than County-provided as listed, required for the copier to fully function. Additional options/charges are in accordance with Attachment D.

**INTERFACE**

All equipment is configured as networked copiers and printers. Contractor is responsible for identifying and resolving all interface parameters between the multifunctional copying equipment and the existing equipment and/or network infrastructure.

The Contractor will provide a network engineer if required to bring equipment into full operation. The County will

not need the contractor to install "drops" for networked machines. All print options must be 10/100/1000 Base T.

Contractor will provide Brevard County Technicians with access to have the ability to change the IP address of the machine if the need arises. Brevard County currently utilizes both public and private IP addresses. County will assign IP addresses Training of County staff if needed, will be the Contractor's responsibility to provide training at no cost.

**3. INSTRUCTION MANUAL**

The Contractor shall provide instruction materials to the County for each piece of equipment rented under the contract resulting from this proposal to include:

- A section defining the capabilities of the equipment (specifications)
- A general section describing the technical operation of the equipment
- A section describing the installation and use criteria of the equipment

**4. DELIVERY REQUIREMENTS**

Contractor will deliver equipment, supplies and service sufficient to provide for the immediate needs of all County departments/offices possessing equipment under the previous contract, upon termination of that contract in accordance with Attachment F. Delivery of any additional or future equipment shall be completed within 30 days after receipt of purchase order. All deliveries will be made to the department's address indicated on the purchase order.

**5. TRAINING**

Contractor will schedule training sessions to instruct county departments in the use of equipment after installation and prior to actual operation. Follow up training is to be done on an "as needed" basis at no charge to the County. See also Attachment "C".

**6. MANUFACTURER CERTIFICATION OF DEALER**

Contractor will maintain certification as an authorized dealer/representative of the manufacturer.

**7. RENTAL PROVISIONS**

This Contract and the purchase orders will constitute the complete rental agreement.

**8. TERM**

Rental agreements shall be effective on the date of acceptance of the equipment. The date of acceptance is the date on which the equipment is installed at the agreed location and the equipment is certified ready for use by the Contractor and accepted by the County and in good working order.

At the end of the five years contract term (sixty (60) consecutive months), unless otherwise extended for one year as provided for in Paragraph 2 of the Contract, the rental plan shall terminate and no termination notice shall be required by either party. It is incumbent upon the County and Contractor to coordinate removal of equipment at the end of the contract terms. All costs for removal of equipment shall be borne by the Contractor, both during and at the conclusion of the Contract period. The Contractor shall coordinate such removal of equipment to accommodate County needs and aid in a smooth transition.

Rental agreements will terminate upon completion of the Rental agreement period.

**9. ALTERNATE RENTAL TERM**

The Contractor will provide machines for occasions when a County department may need a machine for a short period of time or may choose to add a machine at a later date after the Contract has already commenced. This rental plan will be used for special department needs where the department needs a machine for only a short period of time or when the department determines an additional machine will aid in their operation after the 5- year term begins.

Contractor will maintain pricing for such circumstances for both new and refurbished equipment as set out in Attachment D. It is incumbent upon that department and the Contractor to coordinate end of rental term and removal of equipment (again at the Contractor's sole cost and responsibility), as such short term rentals will terminate on either the agreed-upon termination date for short-term special needs or the 5-year termination date of the Contract period, whichever comes first.

**10. RELIABILITY**

The copier failure rate requiring Contractor correction shall not exceed more than three (3) malfunctions per month. Machines with excessive breakdowns will be replaced by the Contractor with another machine (subject to Brevard County approval) at no cost to the County. If the number of copies being made on the machine exceeds the number in the Specifications and this is the cause for breakdowns, the Contractor will not be at fault. A County department with a machine(s), which develops a trend of requiring an excessive number of service calls, shall report the machine to the Purchasing Department for review of compliance with this provision. Failure of the Contractor to respond and resolve the problem to the County's reasonable satisfaction will be cause for finding the Contractor in default of Contract.

**11. SERVICE**

The Contractor will make available to the County a representative to assist the County in proper application and to resolve technical problems. The Contractor shall maintain service facilities and qualified personnel to service the equipment in the County. Service calls will be responded to within

four (4) hours after verbal notification. Working hours are defined as 8:00 a.m. to 5:00p.m. Monday through Friday (excluding Saturdays, Sundays, and holidays). The County holiday schedule is New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after, Christmas Eve and Christmas Day.

The Contractor will provide all and any parts required for the machine to operate are included in the rental cost. The Contractor will assign an individual company representative, information technology staff, and accounting staff for all matters related to this Contract.

The Contractor will maintain its parts warehouse in the current Central Florida/North Florida location or otherwise notify the County if this location changes. Otherwise the Contractor has represented it has the capability to have any part not in stock delivered on an overnight basis to ensure service to equipment is immediate.

A service log will be included on each machine and will be maintain by the Contractor at no cost to the County. The Contractor will record the "cause of breakdown." Should the County determine the cause of the service call to be an operator error or misuse by the County, "downtime" will not be a factor in determining satisfactory machine performance. If the copier is not in good working condition within 16 working hours of request for service, a loaner machine of similar specifications will be provided, at no additional charge. The service rate will be used to determine whether or not a copier is performing 'up to standards'. Machines that develop a trend of operating below the service rate shall be reported to the Procurement Analyst (Contract Monitor) for review for compliance with this provision. Failure of the Contractor to respond with corrective action so as to comply with this provision may be cause for determining the Contractor is in default of the Contract.

**12. METER READINGS**

The Contractor will maintain the ability/capability of receiving meter readings electronically and apply them to the appropriate purchase order. Additionally, the Contractor will have a back-up plan for collecting meter readings for locations who fail to provide meter readings within five (5) days of scheduled monthly reporting date.

**13. INVOICING**

Brevard County Board of County Commissioners departments and associated agencies/programs shall be handled as one account with multiple subaccounts for different departments and programs.

The Contractor will contact the using departments/programs/agencies and/or use electronic tracking methods on a monthly basis to obtain the copier meter readings assigned to that department/program/agency and send an invoice directly to the using departments by mail or by electronic format. Invoices for service, which is based on the number of billable copies, will submitted to the departments on a monthly basis. The billable copy charge includes all service, paper, and any additional supplies. The rental cost will be billed to departments QUARTERLY. It is anticipated that the first month will be March, 2018. Billing for a complete quarter will only be submitted to those departments having their machines in place at the start of the quarter. Other departments will receive their first invoice pro-rated.

The copiers that have multiple users via I.D. 's (i.e. multiple departments which share a machine) will require the Contractor to bill the various users monthly with a separate invoice listing the machine used, number of copies and price per copy, based on the cost per copy of each machine. In addition, the monthly rental charge must be broken down based on estimated usage. This amount must accurately reflect the user I.D.'s actual usage and cannot be estimated by dividing the machine's total by the number of ID.s.

All invoices will include the PO number, dates covered in billing statement, beginning and ending of meter readings, the location of the machine, department name, and model number(s) of machines at

that location. All invoices will be received by using department within 15 days of the end of the billing cycle . *ALL INVOICING DISCREPANCIES WILL BE RESOLVED WITHIN 30 DAYS OF NOTIFICATION TO THE CONTRACTOR. Failure to comply may result in cancellation of the Contract.*

Billing shall be adjusted for copies deemed unacceptable due to machine malfunctions. The number of unacceptable copies and service technician test copies reflected in the meter readings shall be agreed upon and verified by the service technician and signed by department staff. For billing purposes, each time the machine "clicks" this will equal one copy. The Contractor will identify on their submitted price sheet whether a two sided copy would equal two "clicks" or one "click." Scanning and sending faxes shall NOT count as a "click." Fax confirmation page and received faxes may be included as a "click." The Contractor shall issue invoices agreed to by the parties subsequent to the delivery of the equipment.

#### **14. SUPPLIES**

The Contractor shall supply all consumables (paper, toner, staples, etc.). These supplies must be delivered to the various machine sites in a method that will insure that the users will not run out between deliveries. The Contractor will supply minimum 20 lb. copier paper with a brightness of 84.

1. The County does not have a warehouse system; paper must be delivered to each machine. It is recommended that the Contractor stock each site with a two (2) month supply based on the monthly usage, then restock to this two (2) month level each month. Note: some of the sites do not have the space available to stock larger quantities than the two (2) month levels. The supplies belong to the Contractor until it is used in the machine. The Contractor must keep records for supplies delivered and balance it, at least quarterly, against the usage to determine if the supplies are being used for non-copier functions. If it is determined that the supplies are being misused, the Contract Monitor must be notified, and they will research the issue. If it is determined by the Contract Monitor that misuse has occurred, the Contractor shall be reimbursed on their next invoice for the misused quantity, based on the billable copy rate. To receive reimbursement for misuse, the Contractor must notify the Contract Administrator within 30 calendar days of the end of the quarter.

#### **15. EQUIPMENT**

All equipment and parts will be new, current model equipment only, which meets new equipment standards (contains no used parts and has never been used prior to installation). Newly manufactured, remanufactured, factory produced new model, refurbished, rebuilt, reconditioned, used, shop worn, demonstrator, prototype equipment or other copiers of this kind, are not acceptable.

Only equipment, which is "recommended by Buyers Laboratory, Inc." will be supplied to the County under this Contract.

Equipment will be capable of securing all forms of data (copies, prints, scans, etc.) as well as allowing for access by pin number or individually assigned code.

Equipment will be capable of scanning with Optical Character Recognition (OCR).

Equipment will have double-side, dual-scan, single pass-thru.

Equipment will have the ability to set time-out for suspended jobs.

Prior written approval from the Purchasing Department is required before any Department may add, delete, or modify their current machine selection during the course of the agreement.

#### **16. DISCONTINUED EQUIPMENT**

It is the Contractor's responsibility to notify the Contract Monitor when a machine is discontinued by the manufacturer and becomes unavailable. The Purchasing Department Contract Monitor must approve the replacement model being offered by the Contractor. Such approval is contingent upon

compliance with the following conditions:

- a. The replacement request must be in writing to the Purchasing Department
- b. The replacement machine is of equal or greater technology and offers the same or more features than the discontinued model
- c. The replacement machine has the same rental and cost-per-copy price as the discontinued model
- d. The replacement equipment meets all other terms and conditions as outlined herein

**17. EQUIPMENT RELOCATION**

During the term of this Contract, it may be necessary for various reasons to relocate installed machines. After initial installation, any machine may be relocated one (1) time per machine during contract period at no additional charge. Machine relocation will be done by the Contractor unless the Contractor determines the relocation would not require trained personnel. If a machine requires a second relocation, there will be no charge to the County if County personnel perform the move (supervised and/or instructed by Contractor personnel); if Contractor's personnel performs the move, the activity will be charged at the Contractor's commercial rate at the time of the move. A move or relocation shall be defined as a move from one building/facility to another. A move or temporary relocation within the same building shall not be counted as relocation.

**18. SURGE SUPPRESSORS**

Contractor is responsible for assessing whether any surge suppressors are needed, such as surge protectors or UPS equipment, for the machines and is responsible for providing surge suppressors for the operation and protection of equipment, if needed. There is no additional charge for equipment if needed.

**19. SPECIAL REPORTS**

Failure to provide any of the below reporting requirements may result in cancellation of the contract:

**QUARTERLY REPORTS:** The Contractor will maintain an inventory record that identifies all equipment delivered under this contract. The inventory record will be provided to the Purchasing Department Contract Monitor on a quarterly basis, beginning three (3) months after the contract commencement date, and shall contain the following data for the previous quarter: (1) make and model, department, location and serial number of all installed equipment; (2) Vendor's record of performed maintenance and repair; (3) monthly volume of copies produced, by machine; (4) total billing for all copier services provided during the period; (5) average monthly usage, by machine, for the contract period to date.

This list must be updated at least quarterly and whenever a piece of equipment is added, deleted or changed out at any location covered by the contract. This information must be available daily by a secured, designated digital link, which the County's Contract Monitor can access at any point in time.

**WIPED HARD DRIVE CERTIFICATION:** Contractor is responsible for ensuring that all equipment hard drives returned to the Contractor are "wiped"; this applies to equipment turned in during and at the end of the contract period. Failure to provide certification of "wiped" hard drives to the County may result in delay of payment until certification is provided.

**20. CURRENT COPIER LIST**

A list of current copiers and their location is attached as Attachment B. This is only a guideline and does not reflect the actual machine sizes that will be ordered under the new contract. The individual users will determine the size machine that they need based on their usage and price schedule attached hereto, Attachment "F".

**21. TAXES**

The Contractor shall be responsible for payment of all applicable taxes on all equipment provided under this contract, including property taxes.

EXHIBIT B



TECHNICAL RESPONSE – SERVICE  
**Canon**  
 LIST OF EQUIPMENT

DEVICE	MODEL	DESCRIPTION
MACHINE #1A	ImageRUNNER 2525	25 PAGES PER MINUTE in B&W
MACHINE #1B DUAL SIDED SCANNER	imageRUNNER ADVANCE C3525i	35 PAGES PER MINUTE in B&W
MACHINE #2	imageRUNNER ADVANCE C5535i	35 PAGES PER MINUTE in B&W
MACHINE #3	imageRUNNER ADVANCE C5540i	40 PAGES PER MINUTE in B&W
MACHINE #4	imageRUNNER ADVANCE 4551i	51 PAGES PER MINUTE in B&W
MACHINE #5	imageRUNNER ADVANCE 6575i	75 PAGES PER MINUTE in B&W
MACHINE #6	imageRUNNER ADVANCE 8595i	95 PAGES PER MINUTE in B&W
MACHINE #1 COLOR	ImageRUNNER ADVANCE C3525i	25 PAGES PER MINUTE in B&W & Color
MACHINE #2 COLOR	imageRUNNER ADVANCE C5535i	30 PAGES PER MINUTE in B&W & Color
MACHINE #3 COLOR	ImageRUNNER ADVANCE C5540i	40 PAGES PER MINUTE in B&W & Color
MACHINE #4 COLOR	ImageRUNNER ADVANCE C5560i	50 PAGES PER MINUTE in B&W & Color
	PART # 401026	COIN ONLY
	PART # 401024	COIN & BILL

## Product Specifications

### Main Unit

#### Operation Panel

5.7" QVGA Black-and-White LCD Touch-Screen

#### Memory

Standard: 512MB RAM

Maximum: 512MB RAM

#### Network Interface Connection

Ethernet 10/100Base-TX

#### Other Interface

Standard: USB 2.0 (Host)x1, USB 2.0 (Device)x1

Optional: USB 2.0 (Host)x3 (USB Application 3-Port Interface Kit-A1), Serial Interface, Copy Control Interface

#### Copy/Print Speed (BW)

Letter: 2530: Up to 30 ppm  
2525: Up to 25 ppm

Legal: Up to 13 ppm

11" x 17": Up to 15 ppm

#### First-Copy-Out Time (Letter)

As fast as 5.4 Seconds

#### Paper Sources (20 lb. Bond)

Standard: Dual 550-sheet Paper Cassettes  
100-sheet Stack Bypass

Optional: Dual 550-sheet Paper Cassettes

Maximum: 2,300 Sheets

#### Output Paper Capacity (20 lb. Bond)

Standard: 250 Sheets (Inner Tray)

Maximum: 1,100 Sheets (w/Inner Finisher-B1 and Inner Finisher Additional Tray-B1)

#### Output Paper Sizes

Cassette 1/3/4: 11" x 17", Legal, Letter, Letter-R, Statement-R, Executive

Cassette 2: 11" x 17", Legal, Letter, Letter-R, Statement-R, Executive, Envelopes (COMIO No.10/Monarch/DL/ISO-B5/ISO-C5)\*

Bypass: 11" x 17", Legal, Letter, Letter-R, Statement-R, Executive, Envelopes (COMIO No.10/Monarch/DL/ISO-B5/ISO-C5), Custom Size (3-15/16" to 11-11/16" x 5-7/8" to 17" [99mm to 297mm x 148mm to 432mm])

#### Acceptable Paper Weight

Cassette: 17 lb. Bond to 24 lb. Bond (64 to 90g/m<sup>2</sup>)

Bypass: 17 lb. Bond to 34 lb. Bond (64 to 128g/m<sup>2</sup>)

#### Duplexing

Paper Size: Standard, Automatic Trayless Duplexing (Executive to 11" x 17")

Paper Weight: 17 lb. Bond to 24 lb. Bond (64 to 90g/m<sup>2</sup>)

#### Warm-up Time

From Power On: 30 Seconds or Less  
From Sleep Mode: 1 Second or Less

#### Power Requirements/Plug

120V AC, 60Hz, 6.9A/NEMA 5-15P

#### Dimensions (H x W x D)

35-1/4" x 22-1/4" x 27-1/4"  
(896mm x 565mm x 693mm) (with DADF)

31-3/4" x 22-1/4" x 26-3/4"  
(806mm x 565mm x 680mm) (with Platen Cover)

#### Installation Space (W x D)

42-1/2" x 56-3/4" (1079mm x 1441mm)  
(with no optional equipment attached)

54" x 56-3/4" (1371mm x 1441mm)  
(with optional Inner Finisher-B1 attached)

#### Weight

Approximately 156 lb. (70.7kg) (Main Unit)\*\*  
Approximately 172 lb. (78kg) (with DADF)\*\*

#### Toner (Estimated Toner Yield)

14,600 Images @ 6% Coverage

### Document Feeder (Optional)

#### Scan Method

Duplexing Automatic Document Feeder

#### Acceptable Originals

Paper Size: 11" x 17", Legal, Letter, Letter-R, or Statement

#### Scan Speed (BW/Color; Letter)

2530: Copy: 25 ipm (600 dpi)  
Scan: 35/25 ipm (300 dpi)

2525: Copy: 25 ipm (600 dpi)  
Scan: 35/25 ipm (300 dpi)

#### Paper Capacity (20 lb. Bond)

50 Sheets

### Print Specifications

#### Engine Resolution

1200 x 1200 dpi (Maximum)

#### PDL Support

Standard: UFR II LT

Optional: PCL 5e/6, PostScript 3 Emulation

#### Print Driver Supported OS

UFR II LT, PostScript 3 Emulation: Windows (Windows 2000/XP/Vista/Windows 7/Server 2003/Server 2008), Citrix Presentation Server 4.0/4.5, Citrix XenApp 5.0, XenDesktop 2.0/2.1/3.0, Macintosh (OS X 10.6.1), SAP (PS3 Only)

PCL 5e/6: Windows (Windows 2000/XP/Vista/Windows 7/Server 2003/Server 2008), Citrix Presentation Server 4.0/4.5, Citrix XenApp 5.0, XenDesktop 2.0/2.1/3.0, SAP

### Color Send Specifications (Optional)

#### Sending Method

E-Mail, I-Fax, File Server (FTP, SMB), Super G3 Fax (Optional)

#### Scan Resolution (dpi)

600 x 600, 400 x 400, 300 x 300, 200 x 400, 200 x 200, 200 x 100, 150 x 150, 100 x 100

#### Communication Protocol

File: FTP (TCP/IP), SMB (TCP/IP)

E-Mail/I-Fax: SMTP, POP3, I-FAX (Simple)

#### File Format

TIFF, JPEG, PDF, PDF (Compact), PDF (OCR)\*\*\*

#### I-Fax Data Format

TIFF (MH)

### Fax Specifications (Optional)

#### Number of Connection Lines

1 (Maximum)

#### Modem Speed

Super G3: 33.3 Kbps

G3: 14.4 Kbps

#### Compression Method

MH, MR, MMR, JBIG

#### Sending/Recording Size

Statement-R to 11" x 17"

#### Fax Features

Job Forwarding, Different Size Originals, Sharpness, Delayed Send, Finished Stamp, Two-sided Original

### Security Specifications

Department ID Management, User ID Management, IPv6, Restricting Features (Restricting the Send Function, Restricting New Address on Address Book, Address Book Password, Allow Fax Driver TX, Restrict Recall, Confirm Entered Fax Numbers, Restrict Sequential Broadcast), SNMPv1, MAC/IP Address Filtering, SMTP Authentication, POP Authentication before SMTP

### Other Optional Accessories

- USB Keyboard
- Document Tray-J1
- Card Reader-E1†
- Card Reader Attachment-D3
- Copy Control Interface Cable-A1\*

Note: Please see Page 7 for more optional accessories.

\* The optional Envelope Feeder Attachment-D1 is required.

\*\* Includes consumables.

\*\*\* The optional Searchable PDF Kit-C1 is required.

† Requires the Card Reader Attachment-D3 for installation.

‡ Card Reader-E1 and Copy Control Interface Cable-A1 cannot be installed at the same time.

1-800-OK-CANON  
www.usa.canon.com

Canon U.S.A., Inc.  
One Canon Park  
Melville, NY 11747

As an ENERGY STAR® Partner, Canon U.S.A., Inc. has qualified these models as meeting the ENERGY STAR energy efficiency criteria through an EPA recognized certification body. ENERGY STAR and the ENERGY STAR mark are registered U.S. marks. CANON, IMAGERUNNER, and the GENUINE logo are registered trademarks of Canon Inc. in the United States and may also be registered trademarks or trademarks in other countries. IMAGEWARE is a trademark of Canon U.S.A., Inc. in the United States and is a trademark of Canon Inc. in certain other countries. IMAGEANYWARE is a trademark of Canon. All other referenced product names and marks are trademarks of their respective owners and are hereby acknowledged. Specifications and availability subject to change without notice.

©2013 Canon U.S.A., Inc. All rights reserved.

0142W937

0913R-2530/2525-3.5M-L





**MACHINE #: 1A**  
**imageRUNNER2525**



**Product Description**

The imageRUNNER 2525 operates at speeds up to 25 pages per minute (LTR) in Black and White. Includes Two 550-sheet Cassettes, 100-sheet Stack Bypass, Standard UFR II LT Printing, Color Network Scan Gear, 10/100 Base-TX Ethernet, and USB 2.0 connectivity.

**Space And Power Requirements**

- Total Dimensions (W x D x H): 22.24" x 26.77" x 45.04"
- Total Installation Space (W x D x H): 42.48" x 44.84" x 45.04"
- Main Unit Power Requirements: 120V/6.9A
- Main Unit Plug: NEMA 5-15P

Product name	Net component size			Additional Power Supply	Plug Image
	W	D	H		
	inch	inch	inch		
imageRUNNER2525	22.24	26.77	30.31		
DADF-AB1	22.24	21.42	4.96	None	
Cabinet Type-C	22.24	26.77	9.76	None	
Super G3 Fax Board-AG1	-	-	-	None	
Color Send Searchable PDF Kit-C1	-	-	-	None	
Total	22.24	26.77	45.04		

# MACHINE #: 1B

## Main Unit

### Type

Color Laser Multifunctional

### Core Functions

Standard: Print, Copy, Scan, Send, Store  
Optional: Fax

### Processor

Canon Dual Custom Processor (Shared)

### Control Panel

10.1" TFT LCD WSVGA Color Flat-panel

### Memory

3.0 GB RAM

### Hard Disk Drive

Standard: 250 GB

### Interface Connection

Network: 1000Base-T/100Base-TX/10Base-T,  
Wireless LAN (IEEE 802.11 b/g/n)

Others

Standard: USB 2.0 x1 (Host), USB 3.0 x1 (Host),  
USB 2.0 x1 (Device)

Optional: Serial Interface, Copy Control Interface

### Paper Capacity (LTR, 20 lb. Bond)

Standard: 1,200 Sheets

Maximum: 2,300 Sheets

### Paper Sources (LTR, 20 lb. Bond)

Standard: Dual 550-sheet Paper Cassettes,  
100-sheet Stack Bypass

Optional: Dual 550-sheet Paper Cassettes  
(CASSETTE FEEDING UNIT-API),

### Paper Output Capacity (LTR, 20 lb. Bond)

Standard: 250 Sheets

Maximum: 3,450 Sheets  
(with External Finisher and Copy Tray)

### Finishing Capabilities

Standard: Collate, Group

With Inner

Shift Sorter: Collate, Group, Offset

With Inner Collate, Group, Offset, Staple, Staple-Free

Finisher: Staple, Staple On Demand

With External Collate, Group, Offset, Staple, Booklet,

Finishers: Staple-Free Staple, Staple On Demand,  
Hole Punch (Optional)

### Supported Media Types

Paper Thin, Plain, Recycled, Color, Heavy,

Cassettes Pre-punched, Bond, Transparency,  
(1/2): Envelope

Stack Bypass: Thin, Plain, Recycled, Color, Heavy,  
Pre-punched, Labels, Bond, Coated,  
Transparency, Tracing, Envelope

Cassette

Feeding Unit-API: Thin, Plain, Recycled, Color, Heavy,  
Pre-punched, Bond, Transparency

### Supported Media Sizes

Paper Letter, Executive, Statement-R, Envelope  
[No.10 (COM10), DL, ISO-C5], Custom Size

Cassette 1: (5-1/2" x 7-1/8" to 11-3/4" x 8-1/2")

Paper 12" x 18", 11" x 17", Legal, Letter, Letter-R,

Cassette 2: Executive, Statement-R, Envelope  
[No.10 (COM10), Monarch, DL], Custom  
Size (5-1/2" x 7-1/8" to 12" x 18")

Stack Bypass: 12" x 18", 11" x 17", Legal, Letter, Letter-R,  
Executive, Statement, Statement-R,  
Envelope [No.10 (COM10), Monarch,  
DL, ISO-C5], Envelope Custom Size

(3-7/8" x 3-7/8" to 12-5/8" x 18"),  
Custom Size (3-7/8" x 5-1/2" to

12-5/8" x 18"), Free Size (3-7/8" x 5-1/2"  
to 12-5/8" x 18")

Cassette 12" x 18", 11" x 17", Legal, Letter, Letter-R,  
Feeding Unit-API: Executive, Statement-R, Custom Size  
(5-1/2" x 7-1/8" to 12" x 18")

### Supported Media Weights

Cassettes: 14 lb. Bond to 80 lb. Cover (52 to 220 g/m<sup>2</sup>)

Stack Bypass: 14 lb. Bond to 110 lb. Cover (52 to 300 g/m<sup>2</sup>)

Duplexing: 14 lb. Bond to 80 lb. Cover (52 to 220 g/m<sup>2</sup>)

## Print/Copy Speed (BW and Color)

C3530i: Up to 30 ppm (Letter); Up to 20 ppm  
(Letter-R); Up to 15 ppm (Legal);  
Up to 15 ppm (11" x 17")

C3525i: Up to 25 ppm (Letter); Up to 20 ppm  
(Letter-R); Up to 15 ppm (Legal);  
Up to 15 ppm (11" x 17")

## Warm-up Time

From Power On: 34 Seconds

From Sleep Mode: 10 Seconds

Quick Startup Mode: 10 Seconds<sup>4</sup>

Mode:

## Dimensions (W x D x H)

22-1/4" x 29-1/4" x 45-1/5" (565 mm x 742 mm x 1148 mm)<sup>6</sup>

## Installation Space (W x D)

Basic: Stack Bypass + Cassette drawers open:  
38-1/2" x 44-1/4" (978 mm x 1123 mm)<sup>6</sup>

Fully

Configured: 63-3/4" x 44-1/4" (1620 mm x 1123 mm)<sup>6</sup>

## Weight

Approx. 213.9 lb. (97 kg)<sup>7</sup>

## Print Specifications

### Print Resolution (dpi)

1200 x 1200

### Standard Page Description Languages

UFR II, PCL<sup>®</sup>6, Adobe<sup>®</sup> PS<sup>®</sup>3

### Direct Print

Available from USB, Advanced Box, Remote UI,  
and Web Access<sup>8</sup>

### Supported File Types

PDF, TIFF, JPEG, EPS, XPS

### Printing from Mobile Devices and Cloud-based Services

A range of software and MEAP-based solutions are  
available to provide printing from mobile devices or  
Internet-connected devices and cloud-based services  
depending on your requirements.

### Fonts

PCL fonts: 93 Roman, 10 Bitmap fonts, 2 OCR fonts,  
Andalé Mono WT J/K/S/T (Japanese,  
Korean, Simplified and Traditional  
Chinese),<sup>9</sup> Barcode Fonts<sup>10</sup>

PS fonts: 136 Roman

### Operating System<sup>11</sup>

UFR II/PS: Server 2003/Server 2003 R2/Windows  
Vista<sup>®</sup>/Server 2008/Windows<sup>®</sup> 7/Server  
2008 R2/Windows 8/Server 2012/  
Windows 8.1/Server 2012 R2/Windows  
10/Server 2016, MAC OS X (10.7 or later)

PCL: Server 2003/Server 2003 R2/Windows  
Vista/Server 2008/Windows 7/Server  
2008 R2/Windows 8/Server 2012/  
Windows 8.1/Server 2012 R2/Windows  
10/Server 2016

## Copy Specifications

### First-Copy-Out Time (LTR)

As fast as 5.9 seconds (BW)/8.2 seconds (Color)

### Multiple Copies

Up to 999 copies

### Magnification

25%-400% (1% Increments)

### Preset Reductions

25%, 50%, 64%, 73%, 78%

### Preset Enlargements

121%, 129%, 200%, 400%

### Basic Copy Features

Preset Reduction/Enlargement Ratios by Area, Paper  
Setting, Previous Settings, Favorite Settings, Finishing,  
Two-Sided, Density Adjustment, Original Type Selection,  
Interrupt Mode, Setting Confirmation/Cancel

## Special Copy Features

Book to Two Pages, Two-Sided Original, Finishing,  
Booklet, Job Build, N on 1, Add Cover, Insert Sheets,  
Different-Size Originals, Density Adjustment, Original  
Type Selection, Transparency Cover Sheets, Page  
Numbering, Copy Set Numbering, Sharpness, Erase  
Frame, Secure Watermark, Print Date, Shift, Gutter,  
Print & Check, Negative/Positive, Repeat Images,  
Job Done Notice, Mirror Image, Copy ID Card, Multi Sheet  
Feed Detection, Free Size Original, Adjust One-Touch  
Color, Color Balance, Area Designation

## Scan Specifications

### Type

Single-pass Duplexing Automatic Document Feeder

### Document Feeder Paper Capacity

150 Sheets (20 lb. Bond)

### Document Feeder Supported Media Sizes

11" x 17", Legal, Letter, Letter-R, Statement, Statement-R

### Document Feeder Supported Media Weights

BW Original: 13 lb. Bond to 58 lb. Cover (50 to 157 g/m<sup>2</sup>)

CL Original: 17 lb. Bond to 58 lb. Cover (64 to 157 g/m<sup>2</sup>)

### Platen Acceptable Originals

Sheet, Book, 3-Dimensional Objects [Up to 4.4 lb. (2 kg)]

### Pull Scan

Color Network ScanGear2 for both Twain and WIA

Supported OS: Windows Vista/7/8/8.1/10/  
Server 2008/Server 2008 R2/  
Server 2012/Server 2012 R2

### Scan Resolution (dpi)

600 x 600, 400 x 400, 300 x 300, 200 x 400, 200 x 200,  
200 x 100, 150 x 150, 100 x 100

### Scan to Mobile Devices and Cloud-based Services

A range of solutions is available to provide scanning to  
mobile devices and cloud-based services depending on  
your requirements.

### Scan Speed (LTR)

Single-sided Scanning (BW/Color):

80 ipm (300 dpi)/51 ipm (600 dpi)

Double-sided Scanning (BW/Color):

160 ipm (300 dpi)/51 ipm (600 dpi)

## Send Specifications

### Destination

Email/Internet Fax (SMTP), SMB, FTP, WebDAV, Mail  
Box, Super G3 Fax (Optional), IP Fax (Optional)

### Address Book

LDAP (2,000)/Local (1,600)/Speed Dial (200)

### Send Resolution (dpi)

600 x 600, 400 x 400, 300 x 300, 200 x 400, 200 x 200,  
200 x 100, 150 x 150, 100 x 100

### Communication Protocol

File: FTP, SMB, WebDAV

Email/I-Fax: SMTP, POP3, I-Fax (Simple, Full)

### File Format

Standard: TIFF, JPEG, PDF (Compact, Searchable,  
Apply policy, Optimize for Web, PDF  
A/1-b), XPS (Compact, Searchable),  
Office Open XML (PowerPoint<sup>®</sup>, Word)  
Optional: PDF (Trace & Smooth, Encrypted),  
PDF/XPS (Digital Signature)

### Universal Send Features

Original Type Selection, Two-Sided Original, Book to Two  
Pages, Different-Size Originals, Density Adjustment,  
Sharpness, Copy Ratio, Erase Frame, Job Build, Delayed  
Send, Preview, Finished Stamp, Job Done Notice, File  
Name, Subject/Message, Reply-To, Email Priority, TX  
Report, Original Content Orientation, Skip Blank Originals,  
Multi Sheet Feed Detection

## Fax Specifications

### Maximum Number of Connection Lines

2

### Modem Speed

Super G3: 33.6 Kbps

G3: 14.4 Kbps

### Compression Method

MH, MR, MMR, JBIG

### Resolution (dpi)

400 x 400, 200 x 400, 200 x 200, 200 x 100

# MACHINE #: 1B

## Sending/Recording Size

Statement-R to 11" x 17"

## Fax Memory

Up to 30,000 Pages

## Speed Dials

Max. 200

## Group Dials/Destinations

Max. 199 Dials

## Sequential Broadcast

Max. 256 Addresses

## Memory Backup

Yes

## Fax Features

Original Type Selection, Two-Sided Original, Book to Two Pages, Different-Size Originals, Density for Scanning, Sharpness, Copy Ratio, Erase Frame, Job Build, Specifying the Sender's Name (when sending fax), Sender's Name (TTI), Select Line, Selecting the Telephone Line (when sending fax), Direct Send, Delayed Send, Preview, Finished Stamp, Job Done Notice, TX Report, Multi Sheet Feed Detection

## Store Specifications

### Mail Box Simple (Number Supported)

100 User In-boxes, 1 Memory RX In-box, 50 Confidential Fax In-boxes, 30,000 Maximum Pages Stored

### Advanced Box

Communication Protocol: SMB or WebDAV

Supported

Client PC: Windows (Windows Vista/7/8/8.1/10)

Concurrent Connections (Max.)

SMB: 64

WebDAV: 3 (Active Sessions)

### Advanced Box Available Disc Space

Approx. 16 GB

### Advanced Box Features:

Disabling Advanced Box, Storage Filtering, Authentication for Advanced Box Log-in, Search Function, Sort Function, Printing a PDF File with a Password, imageWARE Secure Audit Manager Support

### Memory Media

Standard: USB

## Security Specifications

### Authentication

Standard: Universal Login Manager, User Authentication, Department ID Authentication, Access Management System, Device and Function Level Log-in

Optional: uniFLOW

### Data

Standard: Trusted Platform Module (TPM), Hard Disk Password Lock, Hard Disk Drive Erase, Mail Box Password Protection, Hard Disk Drive Encryption (FIPS140-2 Validated)

Optional: Hard Disk Drive Removal, IEEE 2600.2 Common Criteria Certification, Data Loss Prevention (Requires uniFLOW)

### Network

Standard: IP/Mac Address Filtering, IPsec, TLS Encrypted Communication, SNMP V3.0, IEEE 802.1X, IPv6, SMTP Authentication, POP Authentication before SMTP

### Document

Standard: Secure Print, Adobe LiveCycle® Rights Management ES2.5 Integration

Optional: Encrypted PDF, Encrypted Secure Print, User and Device Signatures, Secure Watermarks, Document Scan Locking

## Environmental Specifications

### Operating Environment

Temperature: 50 to 86 °F

Humidity: 20 to 80 % RH (no condensation)

### Power Requirements

C3530i/C3525i: 120-127V AC 60 Hz, 7.5 A

### Plug (Main Unit)

C3530i/C3525i: NEMA 5-15P

### Power Consumption

Maximum: Approx. 1.5 kWh

Standby: Approx. 44.1 W

Sleep Mode: Approx. 0.8 W<sup>12</sup>

Typical Electricity Consumption (TEC) Rating:

1.2 kWh (C3530i)

1.0 kWh (C3525i)

### Standards

ENERGY STAR® Certified

Rated EPEAT® Gold<sup>3</sup>

## Consumables

### Toner

GPR-53 Toner<sup>13</sup>

### Toner Yield (Estimated @ 5% Coverage)

Black: 36,000 Images

Color (C,M,Y):<sup>13</sup> 19,000 Images

## Footnotes

- <sup>1</sup> Subscription to a third-party cloud service required. Subject to third-party cloud service providers' terms and conditions.
- <sup>2</sup> Canon products offer certain security features, yet many variables can impact the security of your devices and data. Canon does not warrant that use of its features will prevent security issues. Nothing herein should be construed as legal or regulatory advice concerning applicable laws; customers must have their own qualified counsel determine the feasibility of a solution as it relates to regulatory and statutory compliance.
- <sup>3</sup> For current EPEAT rating (Gold/Silver/Bronze), please visit [www.epeat.net](http://www.epeat.net).
- <sup>4</sup> Time from device power-on to when copy jobs can be programmed.
- <sup>5</sup> Includes main unit and either Cassette Feeding Unit-API, or Cabinet Type-R.
- <sup>6</sup> Includes main unit and either Cassette Feeding Unit-API or Cabinet Type-R and Staple/Booklet Finisher-AA1.
- <sup>7</sup> Includes main unit, ADF consumables, and Cassette Feeding Unit-API.
- <sup>8</sup> PDF print from Web sites is supported.
- <sup>9</sup> Requires the optional PCL International Font Set-A1.
- <sup>10</sup> Requires the optional Barcode Printer Kit-D1.
- <sup>11</sup> Other operating systems and environments, including AS/400, UNIX, Linux and Citrix, may be supported. Some solutions are chargeable. SAP Device Types are available via the SAP Market Place. For more information, contact your sales representative.
- <sup>12</sup> 0.8 W sleep mode not available in all circumstances due to certain settings.
- <sup>13</sup> GPR-53L Toner also available for Color (C, M, Y). Yield (estimated @ 5% coverage) is 8,500 images.



As an ENERGY STAR® Partner, Canon U.S.A., Inc. has certified these models as meeting the ENERGY STAR energy efficiency criteria through an EPA recognized certification body. ENERGY STAR and the ENERGY STAR mark are registered trademarks owned by the U.S. Environmental Protection Agency. Google Cloud Print™ is either a registered trademark or trademark of Google Inc. AirPrint and the AirPrint logo are trademarks of Apple Inc. Canon, imageRUNNER, imageWARE, MEAP, and the GENUINE logo are registered trademarks or trademarks of Canon Inc. in the United States and may also be registered trademarks or trademarks in other countries. iF Design Award 2017 is for third generation imageRUNNER ADVANCE Multifunction office systems. uniFLOW is a registered trademark of NT-ware Systemprogrammierung GmbH. Adobe® and PostScript® 3™ are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries. Microsoft® and PowerPoint® are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries. PCL® is a registered trademark of Hewlett-Packard Company. All other referenced product names and marks are trademarks of their respective owners. All features presented in this brochure may not apply to all Series and/or products and may be optional; please check with your Canon Authorized Dealer for details. Products shown with optional accessories. Canon U.S.A. does not provide legal counsel or regulatory compliance consultancy; without limitation, Sarbanes-Oxley, HIPAA, GLBA, Check 21 or the USA Patriot Act. Each customer must have its own qualified counsel determine the advisability of a particular solution as it relates to regulatory and statutory compliance. Specifications and availability subject to change without notice. Not responsible for typographical errors. ©2017 Canon U.S.A., Inc. All rights reserved.

Federal Law prohibits copying of certain documents. Violators may be subject to penalties. We suggest that you check with your own legal counsel. Canon U.S.A., Inc. and Canon Canada, Inc. intend to cooperate with Law Enforcement Agencies in connection with claims of unauthorized copying.





# MACHINE #: 1B

imageRUNNER ADVANCE C3525i



### Product Description

The imageRUNNER ADVANCE C3530i operates at speeds of up to 25-ppm in B&W and Color. Includes a 150-sheet Single Pass Duplex Automatic Document Feeder, Color Image Reader, PCL/PS/UFR II printing and Color Universal Send (Compact PDF, Searchable PDF/XPS, Office Open XML Word and PowerPoint), 2 x 550-sheet Paper Cassettes, 100 Sheet Stack Bypass, 3GB of RAM, 250GB HDD with encryption, Drum Units, 1000Base-T/100Base-TX/10Base-T and USB 3.0/2.0 connectivity. Includes Universal Login Manager (ULM), Wireless LAN, and Remote Operator's Software Kit.

### Space And Power Requirements

- Total Dimensions (W x D x H): 22.24" x 29.21" x 45.24"
- Total Installation Space (W x D x H): 38.50" x 44.21" x 24"
- Main Unit Power Requirements: 120V/7.5A
- Main Unit Plug: NEMA 5-15P

Product name	Net component size			Additional Power Supply	Plug Image
	W	D	H		
	inch	inch	inch		
imageRUNNER ADVANCE C3525i	22.24	29.21	35.47		
Cabinet Type-R	22.24	24.21	9.76		
Inner Finisher-K1	18.58	20.67	7.17		
Super G3 FAX Board-AU1	-	-	-		
Universal Login Manager	-	-	-	None	
Total	22.24	29.21	45.24		



# MACHINES #: 2&3

## Main Unit

### Type

Color Laser Multifunctional

### Core Functions

Standard: Print, Copy, Scan, Send, Store  
Optional: Fax

### Processor Speed

Canon Dual Custom Processor (Shared)

### Control Panel

10.1" TFT LCD WSVGA Color Flat-panel

### Memory

4.0 GB RAM

### Hard Disk

Standard: 250 GB/Maximum: 1 TB

### Interface Connection

Network: 1000Base-T/100Base-TX/10Base-T,  
Wireless LAN (IEEE 802.11 b/g/n)

### Others

Standard: USB 2.0 x2 (Host), USB 3.0 x1 (Host),  
USB 2.0 x1 (Device)

Optional: Serial Interface, Copy Control Interface

### Paper Output Capacity (LTR, 20 lb. Bond)

Standard: 250 Sheets

Maximum: 3,450 Sheets  
(with External Finisher and Copy Tray)

### Paper Sources (LTR, 20 lb. Bond)

Standard: Dual 550-sheet Paper Cassettes,  
100-sheet Stack Bypass

Optional: Dual 550-sheet Paper Cassettes  
(CASSETTE FEEDING UNIT-AM),  
2,450-sheet High Capacity Paper  
Cassette (HIGH CAPACITY CASSETTE  
FEEDING UNIT-AI),  
2,700-sheet Paper Deck  
(PAPER DECK UNIT-FI)

### Paper Capacity (LTR, 20 lb. Bond)

Standard: 1,200 Sheets

Maximum: 6,350 Sheets

### Finishing Capabilities

Standard: Collate, Group

With Inner Collate, Group, Offset, Staple, Hole Punch,  
Finisher: Staple-free Staple, Staple On Demand

With External Collate, Group, Offset, Staple, Booklet, Hole  
Finishers: Punch, Staple-free Staple, Staple On Demand

### Supported Media Types

Paper Thin, Plain, Recycled, Color, Heavy,

Cassettes Pre-punched, Letterhead, Bond,  
(1/2): Transparency, Tab, Envelope

Stack Bypass: Thin, Plain, Recycled, Color, Heavy,  
Pre-punched, Labels, Letterhead, Bond,  
Coated, Transparency, Tab, Tracing,<sup>3</sup>  
Envelope

### CASSETTE FEEDING UNIT-AM1

Thin, Plain, Recycled, Color, Heavy, Pre-punched,  
Letterhead, Bond, Transparency

### HIGH CAPACITY CASSETTE FEEDING UNIT-AI

Thin, Plain, Recycled, Color, Heavy, Pre-punched,  
Letterhead, Bond

### PAPER DECK UNIT-FI

Thin, Plain, Recycled, Color, Heavy, Pre-punched,  
Letterhead, Bond

### Supported Media Sizes

Paper Letter, Executive, Statement-R, Envelope  
Cassette 1: [No.10 (COM10), DL, ISO-C5], Custom Size  
(3-7/8" x 5-7/8" to 11-3/4" x 8-1/2")

Paper 12" x 18", 11" x 17", Legal, Letter, Letter-R,  
Cassette 2: Executive, Statement-R, Envelope  
[No.10 (COM10), Monarch, DL, ISO-C5],  
Custom Size (3-7/8" x 7-1/8" to 12" x 18")

Stack Bypass: 12" x 18", 11" x 17", Legal, Letter, Letter-R,  
Executive, Statement, Statement-R,  
Envelope [No.10 (COM10), Monarch, DL,  
ISO-C5], Envelope Custom Size (3-7/8" x  
3-7/8" to 12-5/8" x 18"), Custom Size  
(3-7/8" x 5-1/2" to 12-5/8" x 18"), Free  
Size (3-7/8" x 5-1/2" to 12-5/8" x 18")

### CASSETTE FEEDING UNIT-AM1

12" x 18", 11" x 17", Legal, Letter, Letter-R, Executive,  
Statement-R, Custom Size (3-7/8" x 7-1/8" to 12" x 18")

HIGH CAPACITY CASSETTE FEEDING UNIT-AI: Letter  
PAPER DECK UNIT-FI: Letter

### Supported Media Weights

Cassettes: 14 lb. Bond to 140 lb. Index (52 to 256 g/m<sup>2</sup>)

Stack Bypass: 14 lb. Bond to 110 lb. Cover (52 to 300 g/m<sup>2</sup>)

Duplexing: 14 lb. Bond to 80 lb. Cover (52 to 220 g/m<sup>2</sup>)

### Warm-up Time

From Power On: 30 Seconds

From Sleep Mode: 10 Seconds

Quick Start up Mode: 4 Seconds<sup>4</sup>

### Dimensions (W x D x H)

24-3/8" x 29-1/4" x 47-2/7" (620 mm x 742 mm x 1201 mm)<sup>5</sup>

### Installation Space (W x D)

Basic: Stack Bypass + Cassette drawers open:  
37-1/8" x 46-3/8" (943 mm x 1176 mm)<sup>6</sup>

### Weight

Approx. 362.7 lb. (164.5 kg)<sup>6</sup>

## Print Specifications

### Print Speed (BW and Color)

iR ADV Up to 60 ppm (Letter); Up to 36 ppm  
C5560i: (Letter-R); Up to 34 ppm (Legal);  
Up to 32 ppm (11" x 17")

iR ADV Up to 50 ppm (Letter); Up to 30 ppm  
C5550i: (Letter-R); Up to 29 ppm (Legal);  
Up to 27 ppm (11" x 17")

iR ADV Up to 40 ppm (Letter); Up to 24 ppm  
C5540i: (Letter-R); Up to 23 ppm (Legal);  
Up to 22 ppm (11" x 17")

iR ADV Up to 35 ppm (Letter); Up to 23 ppm  
C5535i: (Letter-R); Up to 21 ppm (Legal);  
Up to 18 ppm (11" x 17")

### Print Resolution

1200 dpi x 1200 dpi, 600 dpi x 600 dpi

### Standard Page Description Languages

UFR II, PCL6, Adobe PS 3

### Direct Print

Available from USB, Advanced Box, Remote UI, and  
Web Access<sup>7</sup>

### Supported File Types

PDF, TIFF, JPEG, EPS,<sup>8</sup> XPS

### Printing from Mobile and Cloud-based Services

A range of software and MEAP-based solutions are  
available to provide printing from compatible mobile  
devices or Internet-connected devices and cloud-based  
services depending on your requirements. Please contact  
your sales representative for further information.<sup>9</sup>

### Fonts

PCL fonts: 93 Roman, 10 Bitmap fonts, 2 OCR fonts,  
Andalé Mono WT J/K/S/T (Japanese,  
Korean, Simplified and Traditional  
Chinese),<sup>10</sup> Barcode Fonts<sup>11</sup>

PS fonts: 136 Roman

### Operating System<sup>12</sup>

UFR II: Server 2003/Server 2003 R2/Windows  
Vista/Server 2008/Windows 7/Server  
2008 R2/Windows 8/Server 2012/  
Windows 8.1/Server 2012 R2/Windows 10,  
MAC OS X (10.6.8 or later)

PCL: Server 2003/Server 2003 R2/Windows  
Vista/Server 2008/Windows 7/Server  
2008 R2/Windows 8/Server 2012/  
Windows 8.1/Server 2012 R2/Windows 10

PS: Server 2003/Server 2003 R2/Windows  
Vista/Server 2008/Windows 7/Server  
2008 R2/Windows 8/Server 2012/  
Windows 8.1/Server 2012 R2/Windows 10,  
MAC OS X (10.6.8 or later)

## Copy Specifications

### Copy Speed (BW and Color)

iR ADV Up to 60 ppm (Letter); Up to 36 ppm  
C5560i: (Letter-R); Up to 34 ppm (Legal);  
Up to 32 ppm (11" x 17")

iR ADV Up to 50 ppm (Letter); Up to 30 ppm  
C5550i: (Letter-R); Up to 29 ppm (Legal);  
Up to 27 ppm (11" x 17")

iR ADV Up to 40 ppm (Letter); Up to 24 ppm  
C5540i: (Letter-R); Up to 23 ppm (Legal);  
Up to 22 ppm (11" x 17")

iR ADV Up to 35 ppm (Letter); Up to 23 ppm  
C5535i: (Letter-R); Up to 21 ppm (Legal);  
Up to 18 ppm (11" x 17")

### First-Copy-Out Time

iR ADV As fast as 2.9 seconds (BW)/

C5560i: 4.5 seconds (Color)

iR ADV As fast as 3.5 seconds (BW)/

C5550i: 5.2 seconds (Color)

iR ADV As fast as 4.1 seconds (BW)/

C5540i: 6.1 seconds (Color)

iR ADV As fast as 4.9 seconds (BW)/

C5535i: 7.4 seconds (Color)

### Copy Resolution

Reading: 600 dpi x 600 dpi

Printing: 1200 dpi x 1200 dpi

### Multiple Copies

Up to 9,999 copies

### Magnification

25%-400% (1% Increments)

### Preset Reductions

25%, 50%, 64%, 73%, 78%

### Preset Enlargements

121%, 129%, 200%, 400%

### Basic Copy Features

Preset Reduction/Enlargement Ratios by Area, Paper  
Setting, Previous Settings, Favorite Settings, Finishing,  
Two-Sided, Density Adjustment, Original Type Selection,  
Interrupt Mode, Setting Confirmation/Cancel

### Special Copy Features

Book to Two Pages, Two-sided Original, Finishing,  
Booklet, Job Build, Non 1, Add Cover, Insert Sheets,  
Different Size Originals, Density Adjustment, Original  
Type Selection, Transparency Cover Sheets, Page  
Numbering, Copy Set Numbering, Sharpness, Erase  
Frame, Secure Watermark, Print Date, Shift, Gutter,  
Print & Check, Negative/Positive, Repeat Images, Merge  
Job Blocks, Job Done Notice, Mirror Image, Print on Tab,  
Store in Mail Box, Superimpose Image, Copy ID Card,  
Detect Feeder Multi Sheet Feed, Free Size Original, Color  
Balance, Adjust One-Touch Color, Area Designation

## Scan Specifications

### Type

Color Platen and Single-Pass Duplexing Automatic  
Document Feeder

### Document Feeder Paper Capacity

150 Sheets (20 lb. Bond)

### Document Feeder Supported Media Sizes

11" x 17", Legal, Letter, Letter-R, Statement, Statement-R

### Document Feeder Supported Media Weights

BW Original: 13 lb. Bond to 58 lb. Cover (50 to 157 g/m<sup>2</sup>)

Color Original: 17 lb. Bond to 58 lb. Cover (64 to 157 g/m<sup>2</sup>)

### Platen Acceptable Originals

Sheet, Book, 3-Dimensional Objects [Up to 4.4 lb. (2 kg)]

### Pull Scan

Color Network ScanGear2 for both Twain and WIA

Supported Windows Vista/7/8/8.1/10 Windows  
OS: Server 2003/Server 2003 R2/Server  
2008/Server 2008 R2/Server 2012/  
Server 2012 R2

### Scan Resolution

600 x 600 dpi, 400 x 400 dpi, 300 x 300 dpi, 200 x 400 dpi,  
200 x 200 dpi, 200 x 100 dpi, 150 x 150 dpi, 100 x 100dpi

### Scan to Mobile Devices and Cloud-based Services

A range of solutions is available to provide scanning to  
compatible mobile devices and certain cloud-based  
services depending on your requirements.

### Scan Speed (Letter)

Single-sided Scanning (BW):

80 ipm (300 dpi)/80 ipm (600 dpi)

Single-sided Scanning (Color):

80 ipm (300 dpi)/60 ipm (600 dpi)

Double-sided Scanning (BW):

160 ipm (300 dpi)/150 ipm (600 dpi)

Double-sided Scanning (Color):

160 ipm (300 dpi)/80 ipm (600 dpi)

## Send Specifications

### Destination

E-mail/Internet Fax (SMTP), SMB, FTP, WebDAV,  
Mail Box, Super G3 Fax (Optional), IP Fax (Optional)

## Address Book

LDAP (2,000)/Local (1,600)/Speed dial (200)

## Send Resolution

600 x 600 dpi, 400 x 400 dpi, 300 x 300 dpi, 200 x 400 dpi, 200 x 200 dpi, 200 x 100 dpi, 150 x 150 dpi, 100 x 100 dpi

## Communication Protocol

File: FTP, SMB, WebDAV

E-mail/I-Fax: SMTP, POP3, I-Fax (Simple, Full)

## File Format

Standard: TIFF, JPEG, PDF (Compact, Searchable, Apply policy, Optimize for Web, PDF A/1-b), XPS(Compact, Searchable), Office Open XML (PowerPoint, Word)

Optional: PDF (Trace & Smooth, Encrypted), PDF/XPS (Digital Signature)

## Universal Send Features

Original Type Selection, Two-sided Original, Book to Two Pages, Different-size Originals, Density Adjustment, Sharpness, Copy Ratio, Erase Frame, Job Build, Direct Send, Delayed Send, Preview, Job Done Notice, File Name, Subject/Message, Reply-to, E-mail Priority, TX Report, Original Content Orientation, Skip Blank Originals, Detect Feeder Multi Sheet Feed

## Fax Specifications (Optional)

### Modem Speed

Super G3: 33.6 kbps

G3: 14.4 kbps

### Compression Method

MH, MR, MMR, JBIG

### Resolution

400 x 400 dpi, 200 x 400 dpi, 200 x 200 dpi, 200 x 100 dpi

### Sending/Recording Size

Statement-R to 11" x 17"

### Fax Memory

Up to 30,000 pages

### Speed Dials

Max. 200

### Group Dials/Destinations

Max. 199 dials

### Sequential Broadcast

Max. 256 addresses

### Memory Backup

Yes

### Fax Features

Original Type Selection, Two-sided Original, Book to Two Pages, Different-size Originals, Density for Scanning, Sharpness, Copy Ratio, Erase Frame, Job Build, Specifying the Sender's Name (when sending fax), Sender's Name (TTI), Select Line, Selecting the Telephone Line (when sending fax), Direct Send, Delayed Send, Preview, Job Done Notice, TX Report, Detect Feeder Multi Sheet Feed

## Store Specifications

### Mail Box (Number Supported):

100 User In-boxes, 1 Memory RX In-box, 50 Confidential Fax In-boxes, 30,000 Maximum Pages Stored

### Advanced Box:

Communication Protocol: SMB or WebDAV

Supported

Client PC: Windows (Windows Vista/7/8/8.1/10)

Concurrent Connections (Max.):

SMB: 64

WebDAV: 3 (Active Sessions)

### Advanced Box Available Disc Space:

Approx. 16 GB (Standard HDD)

Approx. 480 GB (Optional 1 TB HDD)

### Advanced Box Features:

Disabling Advanced Box, Storage Filtering, Authentication for Advanced Box Log-in, Search Function, Sort Function, Printing a PDF File with a Password, imageWARE Secure Audit Manager Support

### Memory Media

Standard: USB

## Security Specifications

### Authentication

Standard: Universal Login Manager, User Authentication, Department ID Authentication, Access Management System, Device and Function Level Log-in uniFLOW

Optional:

### Data

Standard: Trusted Platform Module (TPM), Hard Disk Password Lock, Hard Disk Drive Erase, Mail Box Password Protection, Hard Disk Drive Encryption (FIPS140-2 Validated)

Optional: Hard Disk Drive Mirroring, Hard Disk Drive removal, IEEE 2600.2 Common Criteria Certification, Data Loss Prevention (Requires uniFLOW)

### Network

Standard: IP/Mac Address Filtering, IPsec, TLS Encrypted Communication, SNMP V3.0, IEEE 802.1X, IPv6, SMTP Authentication, POP Authentication before SMTP

### Document

Standard: Secure Print, Adobe LiveCycle® Rights Management ES2.5 Integration

Optional: Encrypted PDF, Encrypted Secure Print, User and Device signatures, Secure Watermarks, Document Scan locking

## Environmental Specifications

### Operating Environment

Temperature: 50 to 86° F

Humidity: 20 to 80% RH (no condensation)

## Power Requirements

C5560i/C5550i:120-127V AC 60 Hz,11.5 A

C5540i/C5535i:120-127V AC,60 Hz,10 A

### Plug (Main Unit)

C5560i/C5550i:NEMA 5-20P

C5540i/C5535i:NEMA 5-15P

### Power Consumption

Maximum: Approx. 1.8 kWh

Standby: Approx. 66.2 W

Sleep Mode: Approx. 0.8 W<sup>13</sup>

Typical Electricity Consumption (TEC) Rating:

3.2 kWh (iR ADV C5560i)

2.0 kWh (iR ADV C5540i)

2.5 kWh (iR ADV C5550i)

1.6 kWh (iR ADV C5535i)

### Standards

ENERGY STAR® Certified

Rated EPEAT® Gold<sup>2</sup>

RoHS Compliant

## Consumables

### Toner

GPR-55 Toner<sup>14</sup>

### Toner Yield (Estimated @ 5% Coverage)

Black: 69,000 Images

Color (C,M,Y):<sup>14</sup> 60,000 Images

## Footnotes

<sup>1</sup> Subscription to a third-party cloud service required. Subject to third-party cloud service providers' terms and conditions.

<sup>2</sup> For current EPEAT rating (Gold/Silver/Bronze), please visit [www.epeat.net](http://www.epeat.net).

<sup>3</sup> Some types of tracing paper cannot be used.

<sup>4</sup> Time from device power-on to when copy jobs can be programmed.

<sup>5</sup> Includes main unit and either Cassette Feeding Unit-AM1, High Capacity Cassette Feeding Unit-A1, or Cabinet Type-N.

<sup>6</sup> Includes main unit, consumables, and Cassette Feeding Unit-AM1.

<sup>7</sup> PDF print from Web sites is supported.

<sup>8</sup> EPS can be printed directly only from the Remote User Interface.

<sup>9</sup> For more information, including compatibility, please visit <https://www.usa.canon.com/mobile-app>.

<sup>10</sup> Requires the optional PCL International Font Set-A1.

<sup>11</sup> Requires the optional Barcode Printer Kit-D1.

<sup>12</sup> Other operating systems and environments including AS/400, UNIX, Linux and Citrix may be supported. Some of these solutions are chargeable. SAP Device Types are available via the SAP Market Place. For more information, contact your sales representative.

<sup>13</sup> 0.8 W Sleep mode not available in all circumstances due to certain settings.

<sup>14</sup> GPR-55L Toner also available for Color (C, M, Y). Yield (estimated @ 5% coverage) is 26,000 images.

For detailed specifications and a comprehensive list of optional accessories, see the imageRUNNER ADVANCE C5500 Series Specifications document.



# MACHINES #: 2&3

USA.CANON.COM



As an ENERGY STAR® Partner, Canon U.S.A., Inc. has certified these models as meeting the ENERGY STAR energy efficiency criteria through an EPA recognized certification body. ENERGY STAR and the ENERGY STAR mark are registered U.S. marks. AirPrint and the AirPrint logo are trademarks of Apple Inc. Canon, imageRUNNER, imageWARE, imagePASS, and the GENUINE logo are registered trademarks or trademarks of Canon Inc. in the United States and may also be registered trademarks or trademarks in other countries. uniFLOW is a registered trademark of NT-ware Systemprogrammierung GmbH. Adobe® and PostScript® 3™ are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries. Microsoft® and PowerPoint® are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries. PCL® is a registered trademark of Hewlett-Packard Company. All other referenced product names and marks are trademarks of their respective owners. All printer output images are simulated. All features presented in this brochure may not apply to all Series and/or products and may be optional; please check with your Canon Authorized Dealer for details. Products shown with optional accessories. Canon U.S.A. does not provide legal counsel or regulatory compliance consultancy, including without limitation, Sarbanes-Oxley, HIPAA, GLBA, Check 21 or the USA Patriot Act. Each customer must have its own qualified counsel determine the advisability of a particular solution as it relates to regulatory and statutory compliance. Specifications and availability subject to change without notice. Not responsible for typographical errors. ©2017 Canon U.S.A., Inc. All rights reserved.

Federal Law prohibits copying of certain documents. Violators may be subject to penalties. We suggest that you check with your own legal counsel. Canon U.S.A., Inc. and Canon Canada, Inc. intend to cooperate with Law Enforcement Agencies in connection with claims of unauthorized copying.



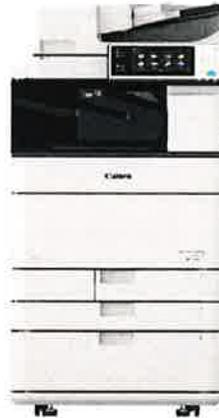
0202W990  
0817R3-IRA5500SR5B-PDF-IH





## MACHINES #: 2

imageRUNNER ADVANCE C5535i



### Product Description

The imageRUNNER ADVANCE C5535i operates at speeds of up to 35-ppm in B&W and Color. Includes a 150-sheet Single Pass Duplex Automatic Document Feeder, Color Image Reader, PCL/PS/UFR II printing and Color Universal Send (Compact PDF, Searchable PDF/XPS, Office Open XML Word and PowerPoint), 2 x 550-sheet Paper Cassettes, 100 Sheet Stack Bypass, 4GB of RAM, 250GB HDD with encryption, Drum Units, 1000Base-T/100Base-TX/10Base-T and USB 3.0/2.0 connectivity. Includes Universal Login Manager (ULM), Wireless LAN, and Remote Operator's Software Kit.

### Space And Power Requirements

- Total Dimensions (W x D x H): 24.41" x 29.21" x 47.28"
- Total Installation Space (W x D x H): 38.58" x 46.30" x 47.28"
- Main Unit Power Requirements: 120V/10A
- Main Unit Plug: NEMA 5-15P

Product name	Net component size			Additional Power Supply	Plug Image
	W inch	D inch	H inch		
imageRUNNER ADVANCE C5535i	24.41	29.21	37.40		
High Capacity Cassette Feeding Unit-A1	24.41	27.56	9.88	None	
Inner Finisher-H1	24.61	29.17	8.82	None	
Super G3 FAX Board-AS2	-	-	-	None	
Universal Login Manager	-	-	-	None	
Total	24.41	29.21	47.28		



**Canon**  
**MACHINE #: 3**

imageRUNNER ADVANCE C5540i



**Product Description**

The imageRUNNER ADVANCE C5540i operates at speeds of up to 40-ppm in B&W and Color. Includes a 150-sheet Single Pass Duplex Automatic Document Feeder, Color Image Reader, PCL/PS/UFR II printing and Color Universal Send (Compact PDF, Searchable PDF/XPS, Office Open XML Word and PowerPoint), 2 x 550-sheet Paper Cassettes, 100 Sheet Stack Bypass, 4GB of RAM, 250GB HDD with encryption, Drum Units, 1000Base-T/100Base-TX/10Base-T and USB 3.0/2.0 connectivity. Includes Universal Login Manager (ULM), Wireless LAN, and Remote Operator's Software Kit.

**Space And Power Requirements**

- Total Dimensions (W x D x H): 24.41" x 29.21" x 47.28"
- Total Installation Space (W x D x H): 38.58" x 46.30" x 47.28"
- Main Unit Power Requirements: 120V/10A
- Main Unit Plug: NEMA 5-15P

Product name	Net component size			Additional Power Supply	Plug Image
	W	D	H		
	inch	inch	inch		
imageRUNNER ADVANCE C5540i	24.41	29.21	37.40		
High Capacity Cassette Feeding Unit-A1	24.41	27.56	9.88	None	
Inner Finisher-H1	24.61	29.17	8.82	None	
Super G3 FAX Board-AS2	-	-	-	None	
Universal Login Manager	-	-	-	None	
<b>Total</b>	<b>24.41</b>	<b>29.21</b>	<b>47.28</b>		



## Main Unit

### Type

Monochrome Laser Multifunctional

### Core Functions

Standard: Print, Copy, Scan, Send, Store

Optional: Fax

### Processor

Canon Dual Custom Processor (Shared)

### Control Panel

10.1" TFT LCD WSVGA Color Touch-panel

**Memory:** 3.0 GB RAM

### Hard Disk Drive

Standard: 250 GB/Maximum: 1 TB

**Print Resolution:** 1200 dpi x 1200 dpi

### Interface Connection

#### Network

Standard: 1000Base-T/100Base-TX/10Base-T, Wireless LAN (IEEE 802.11 b/g/n)

Optional: NFC, Bluetooth

#### Others

Standard: USB 2.0 x2 (Host), USB 3.0 x1 (Host), USB 2.0 x1 (Device)

Optional: Serial Interface, Copy Control Interface

### Paper Capacity (LTR, 20 lb. Bond)

Standard: 1,180 Sheets

Maximum: 6,330 Sheets

### Paper Sources (LTR, 20 lb. Bond)

Standard: Two 550-sheet Paper Cassettes, 80-sheet Stack Bypass

Optional: Two 550-sheet Paper Cassettes (Cassette Feeding Unit-ANI), 2,450-sheet Paper Deck (High Capacity Cassette Feeding Unit-B1), 2,700-sheet Paper Deck (Paper Deck Unit-F1)

### Paper Output Capacity (LTR, 20 lb. Bond)

Standard: 250 Sheets

Maximum: 3,350 Sheets (with External Finishers)

### Finishing Capabilities

Standard: Collate, Group

With Inner Finisher: Collate, Group, Offset, Staple, Hole Punch,\* Staple-Free Staple, Staple On Demand

With External Finisher: Collate, Group, Offset, Staple, Booklet,\* Staple-Free Staple, Staple On Demand, Hole Punch\*

### Supported Media Types

Paper: Thin, Plain, Recycled, Color, Heavy, Cassettes: Pre-punched

Stack Bypass: Thin, Plain, Recycled, Color, Heavy, Pre-punched, Bond, Transparency, Label, Envelope

### Supported Media Sizes

Paper: Legal, Letter, Letter-R, Executive, Cassette (1): Statement-R, Custom Size (5-1/2" x 7-1/8" to 11-3/4" x 15-3/8")

Paper: 11" x 17", Legal, Letter, Letter-R, Cassette (2): Executive, Statement-R, Custom Size (5-1/2" x 7-1/8" to 11-3/4" x 15-3/8")

Stack Bypass: 11" x 17", Legal, Letter, Letter-R, Executive, Statement-R, Envelope [No.10 (COM10), Monarch, DL, ISO-C5], Custom Size (3-7/8" x 5-7/8" to 11-3/4" x 17")

### Supported Media Weights

Paper: 16 lb. Bond to 34 lb. Bond (60 to 128 g/m<sup>2</sup>)

Cassettes: 14 lb. Bond to 80 lb. Cover (52 to 220 g/m<sup>2</sup>)

Stack Bypass: 16 lb. Bond to 28 lb. Cover (60 to 105 g/m<sup>2</sup>)

### Warm-up Time

From Power On: 24 Seconds or Less

From Deep Sleep Mode: 10 Seconds or Less

Quick Startup Mode: 4 Seconds\*

### Dimensions (W x D x H)

23-1/8" x 29-1/8" x 47" (587 mm x 740 mm x 1,193 mm)<sup>9</sup>

### Installation Space (W x D)

Basic [With ADF (Stack Bypass and Cassette Drawers Open)]: 35" x 46-1/2" (889 mm x 1,182 mm)

Fully Configured [With ADF+Paper Deck Unit-F1+Booklet Finisher-Y1 (Cassette Drawers Open)]:

71-3/8" x 50-3/8" (1,811 mm x 1,280 mm)

**Weight:** Approx. 240.7 lb. (109.2 kg)<sup>9</sup>

## Print Specifications

### Print Speed

455i: Up to 51 ppm (Letter); Up to 37 ppm (Letter-R); Up to 25 ppm (Legal); Up to 25 ppm (11" x 17")

4545i: Up to 45 ppm (Letter); Up to 32 ppm (Letter-R); Up to 25 ppm (Legal); Up to 22 ppm (11" x 17")

4535i: Up to 35 ppm (Letter); Up to 32 ppm (Letter-R); Up to 25 ppm (Legal); Up to 22 ppm (11" x 17")

4525i: Up to 25 ppm (Letter); Up to 17 ppm (Letter-R); Up to 13 ppm (Legal); Up to 15 ppm (11" x 17")

### Standard Page Description Languages

UFR II, PCL<sup>®</sup>6, Adobe<sup>®</sup> PS<sup>®</sup> 3

### Direct Print

Available from USB, Advanced Box, Remote UI, and Web Access (Opt.)<sup>10</sup>

### Supported File Types for Direct Print

PDF, TIFF, JPEG, EPS, XPS

### Fonts

PCL fonts: 93 Roman, 10 Bitmap fonts, 2 OCR fonts, Andalé Mono WT 1/K/S/T (Japanese, Korean, Simplified and Traditional Chinese),<sup>11</sup> Barcode Fonts<sup>12</sup>

PS fonts: 136 Roman

### Operating System<sup>13</sup>

UFR II/PS: Windows Vista<sup>®</sup>/Server 2008/Windows<sup>®</sup> 7/Server 2008 R2/Windows 8/Server 2012/Windows 8.1/Server 2012 R2/Windows 10, MAC OS X (10.6.8 or later)

PCL: Windows Vista/Server 2008/Windows 7/Server 2008 R2/Windows 8/Server 2012/Windows 8.1/Server 2012 R2/Windows 10

PPD: MAC OS 9.1 or later, MAC OS X (10.3.9 or later), Windows Vista/Windows 7/Windows 8/Windows 8.1/Windows 10

## Copy Specifications

### Copy Speed

455i: Up to 51 ppm (Letter); Up to 37 ppm (Letter-R); Up to 25 ppm (Legal); Up to 25 ppm (11" x 17")

4545i: Up to 45 ppm (Letter); Up to 32 ppm (Letter-R); Up to 25 ppm (Legal); Up to 22 ppm (11" x 17")

4535i: Up to 35 ppm (Letter); Up to 32 ppm (Letter-R); Up to 25 ppm (Legal); Up to 22 ppm (11" x 17")

4525i: Up to 25 ppm (Letter); Up to 17 ppm (Letter-R); Up to 13 ppm (Legal); Up to 15 ppm (11" x 17")

### First-Copy-Out Time (Letter)

455i: As fast as 3.7 seconds

4545i/4535i: As fast as 3.8 seconds

4525i: As fast as 5.2 seconds

### Copy Resolution

Reading: Up to 600 dpi x 600 dpi

Printing: 1200 dpi x 1200 dpi

**Multiple Copies:** Up to 999 copies

**Magnification:** 25%-400% (1% Increments)

**Preset Reductions:** 25%, 50%, 64%, 73%, 78%

**Preset Enlargements:** 121%, 129%, 200%, 400%

## Basic Copy Features

Preset Reduction/Enlargement Ratios by Area, Paper Setting, Previous Settings, Favorite Settings, Finishing, Two-Sided, Density Adjustment, Original Type Selection, Interrupt Mode, Setting Confirmation/Cancel

## Special Copy Features

Book to Two Pages, Two-sided Original, Finishing, Booklet, Job Build, N on 1, Add Cover, Insert Sheets, Different Size Originals, Density Adjustment, Original Type Selection, Transparency Cover Sheets, Page Numbering, Copy Set Numbering, Sharpness, Erase Frame, Secure Watermark, Print Date, Shift, Gutter, Print & Check, Negative/Positive, Repeat Images, Merge Job Blocks, Job Done Notice, Mirror Image, Store in Mail Box, Superimpose Image, Copy ID Card, Detect Feeder Multi Sheet Feed, Free Size Original

## Scan Specifications

### Type

455i/4545i: Standard Single Pass Duplexing Automatic Document Feeder

4535i/4525i: Optional Single Pass Duplexing Automatic Document Feeder or Duplexing Automatic Document Feeder

### Document Feeder Paper Capacity

Single Pass DADF-A1: 150 Sheets (20 lb. Bond)

DADF-AV1: 100 Sheets (20 lb. Bond)

### Document Feeder Supported Media Sizes

11" x 17", Legal, Letter, Letter-R, Statement, Statement-R

### Document Feeder Supported Media Weights

Single Pass DADF-A1

BW Original: 13 lb. Bond to 58 lb. Cover (50 to 157 g/m<sup>2</sup>)

CL Original: 17 lb. Bond to 58 lb. Cover (64 to 157 g/m<sup>2</sup>)

DADF-AV1

BW Original: 13 lb. Bond to 34 lb. Bond (50 to 128 g/m<sup>2</sup>)

CL Original: 17 lb. Bond to 34 lb. Bond (64 to 128 g/m<sup>2</sup>)

### Platen Acceptable Originals

Sheet, Book, 3-Dimensional Objects [Up to 4.4 lb. (2 kg)]

### Pull Scan

Color Network ScanGear2 for both Twain and WIA

Supported Windows Vista/7/8/8.1/10

OS: Windows Server 2008/Server 2008 R2/Server 2012/Server 2012 R2

### Scan Resolution

600 x 600 dpi, 400 x 400 dpi, 300 x 300 dpi, 200 x 400 dpi, 200 x 200 dpi, 200 x 100 dpi, 150 x 150 dpi, 100 x 100dpi

### Scan Speed (Letter)

Single Pass DADF-A1

Single-sided Scanning (BW):

80 ipm (300 dpi)/80 ipm (600 dpi)

Single-sided Scanning (Color):

80 ipm (300 dpi)/60 ipm (600 dpi)

Double-sided Scanning (BW):

160 ipm (300 dpi)/150 ipm (600 dpi)

Double-sided Scanning (Color):

160 ipm (300 dpi)/80 ipm (600 dpi)

DADF-AV1

Single-sided Scanning (BW/Color):

70 ipm (300 dpi)/51 ipm (600 dpi)

Double-sided Scanning (BW):

35 ipm (300 dpi)/25.5 ipm (600 dpi)

Double-sided Scanning (Color):

35 ipm (300 dpi)/25.5 ipm (600 dpi)

## Send Specifications

### Destination

E-mail/Internet Fax (SMTP), SMB, FTP, WebDAV, Mail Box, Super G3 Fax (Optional), IP Fax (Optional)

### Address Book

LDAP (2,000)/Local (1,600)/Speed dial (200)

### Send Resolution

600 x 600 dpi, 400 x 400 dpi, 300 x 300 dpi, 200 x 400 dpi, 200 x 200 dpi, 200 x 100 dpi, 150 x 150 dpi, 100 x 100dpi

### Communication Protocol

File: FTP, SMB v3.0, WebDAV

E-mail/I-Fax: SMTP, POP3, I-Fax (Simple, Full)

## File Format

Standard: TIFF, JPEG, PDF(Compact, Searchable, Apply policy, Optimize for Web, PDF A/1-b), XPS (Compact, Searchable), Office Open XML (PowerPoint®, Word)

Optional: PDF (Trace & Smooth, Encrypted), PDF/XPS (Digital Signature)

## Universal Send Features

Original Type Selection, Two-sided Original, Book to Two Pages, Different-size Originals, Density Adjustment, Sharpness, Copy Ratio, Erase Frame, Job Build, Delayed Send, Preview, Finished Stamp, Job Done Notice, File Name, Subject/Message, Reply-to, E-mail Priority, TX Report, Original Content Orientation, Skip Blank Originals, Detect Feeder Multi Sheet Feed

## Fax Specifications

Maximum Number of Connection Lines: 4

### Modem Speed

Super G3: 33.6 Kbps  
G3: 14.4 Kbps

Compression Method: MH, MR, MMR, JBIG

### Resolution

400 x 400 dpi, 200 x 400 dpi, 200 x 200 dpi, 200 x 100 dpi

Sending/Recording Size: Statement-R to 11" x 17"

Fax Memory: Up to 30,000 pages

Speed Dials: Max. 200

Group Dials/Destinations: Max. 199 dials

Sequential Broadcast: Max. 256 addresses

Memory Backup: Yes

### Fax Features

Original Type Selection, Two-sided Original, Book to Two Pages, Different-size Originals, Density for Scanning, Sharpness, Copy Ratio, Erase Frame, Job Build, Specifying the Sender's Name (when sending fax), Sender's Name (TTI), Select Line, Selecting the Telephone Line (when sending fax), Direct Send, Delayed Send, Preview, Finished Stamp, Job Done Notice, TX Report, Detect Feeder Multi Sheet Feed

## Store Specifications

### Mail Box (Number Supported)

100 User In-boxes, 1 Memory RX In-box, 50 Confidential Fax In-boxes, 30,000 Maximum Pages Stored

### Advanced Box

Communication Protocol: SMB or WebDAV Supported  
Client PC: Windows (Windows Vista/7/8/8.1/10)  
Concurrent Connections (Max.):  
SMB: 64  
WebDAV: 3 (Active Sessions)

## Advanced Box Available Disk Space

Approx. 16 GB (Standard HDD)  
Approx. 480 GB (Optional 1 TB HDD)

### Advanced Box Features:

Disabling Advanced Box, Storage Filtering, Authentication for Advanced Box Log-in, Search Function, Sort Function, Printing a PDF File with a Password, imageWARE Secure Audit Manager Support

### Memory Media

Standard: USB

## Security Specifications

### Authentication

Standard: Universal Login Manager, User Authentication, Department ID Authentication, Access Management System, Device and Function Level Log-in

Optional: uniFLOW

### Data

Standard: Trusted Platform Module (TPM), Hard Disk Password Lock, Hard Disk Drive Erase, Mail Box Password Protection, Hard Disk Drive Encryption (FIPS140-2 Validated)

Optional: Hard Disk Drive Mirroring, Hard Disk Drive removal, IEEE 2600.2 Common Criteria Certification, Data Loss Prevention (Requires uniFLOW)

### Network

Standard: IP/Mac Address Filtering, IPsec, TLS Encrypted Communication, SNMP V3.0, IEEE 802.1X, IPv6, SMTP Authentication, POP Authentication before SMTP

### Document

Standard: Secure Print, Forced Hold Printing, Adobe LiveCycle® Rights Management ES2.5 Integration

Optional: Encrypted PDF, Encrypted Secure Print, User and Device signatures, Secure Watermarks, Document Scan Locking

## Environmental Specifications

### Operating Environment

Temperature: 50 to 86°F  
Humidity: 20 to 80% RH (no condensation)

### Power Requirements

455li: 120-127 V AC, 60 Hz, 10.4A  
4545i/4535i: 120-127 V AC, 60 Hz, 9.3A  
4525i: 120-127 V AC, 60 Hz, 7A

### Plug (Main Unit)

NEMA 5-15P

## Power Consumption

Maximum: Approx. 1.5 kWh  
Standby: Approx. 38 W  
Sleep Mode: Approx. 0.9 W<sup>14</sup>  
Typical Electricity Consumption (TEC) Rating:  
455li: 2.5 kWh  
4535i: 1.8 kWh  
4525i: 1.0 kWh

## Standards

ENERGY STAR® Certified, Rated EPEAT® Gold<sup>3</sup>, RoHS Compliant

## Consumables

Toner: GPR-57 Toner BK

### Toner Yield (Estimated @ 6% Coverage)

Black: 42,100 Images

## Footnotes

- <sup>1</sup> Subscription to a third-party cloud service required. Subject to third-party cloud service providers' terms and conditions.
- <sup>2</sup> Canon products offer certain security features, yet many variables can impact the security of your devices and data. Canon does not warrant that use of its features will prevent security issues. Nothing herein should be construed as legal or regulatory advice concerning applicable laws; customers must have their own qualified counsel determine the feasibility of a solution as it relates to regulatory and statutory compliance.
- <sup>3</sup> For current EPEAT rating (Gold/Silver/Bronze), please visit [www.epeat.net](http://www.epeat.net).
- <sup>4</sup> Requires the optional Inner 2/3 Hole Puncher-CI.
- <sup>5</sup> Booklet Finisher-Y1 only.
- <sup>6</sup> Requires the optional 2/3 Hole Puncher Unit-A1.
- <sup>7</sup> Time from device power-on to when copy jobs can be programmed.
- <sup>8</sup> Includes Main Unit, Single Pass DADF-A1, and Cassette Feeding Unit-A1.
- <sup>9</sup> Includes Main Unit, Single Pass DADF-A1, Cassette Feeding Unit-A1, and consumables.
- <sup>10</sup> PDF print from Web sites is supported.
- <sup>11</sup> Requires the optional PCL International Font Set-A1.
- <sup>12</sup> Requires the optional Barcode Printer Kit-D1.
- <sup>13</sup> Other operating systems and environments including AS/400, UNIX, Linux and Citrix may be supported. Some of these solutions are chargeable. SAP Device Types are available via the SAP Market Place. For more information, contact your sales representative.
- <sup>14</sup> 0.9 W Sleep mode is not available in all circumstances due to certain settings.



MACHINE #: 4

Canon U.S.A. does not provide legal counsel or regulatory compliance consultancy, including without limitation, Sarbanes-Oxley, HIPAA, GLBA, Check 21 or the USA Patriot Act. Each customer must have its own qualified counsel determine the advisability of a particular solution as it relates to regulatory and statutory compliance.

As an ENERGY STAR® Partner, Canon U.S.A., Inc. has certified these models as meeting the ENERGY STAR energy efficiency criteria through an EPA recognized certification body. ENERGY STAR and the ENERGY STAR mark are registered U.S. marks. Canon, imageRUNNER, imageWARE, and the GENUINE logo are registered trademarks or trademarks of Canon Inc. in the United States and may also be registered trademarks or trademarks in other countries. Google Cloud Print™ is either a registered trademark or trademark of Google Inc. AirPrint and the AirPrint logo are trademarks of Apple Inc. Adobe® and PostScript® 3™ are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries. Microsoft® and PowerPoint® are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries. PCL® is a registered trademark of Hewlett-Packard Company. All other referenced product names and marks are trademarks of their respective owners. All features presented in this brochure may not apply to all Series and/or products and may be optional; please check with your Canon Authorized Dealer for details. Products shown with optional accessories. Specifications and availability subject to change without notice. Not responsible for typographical errors. ©2016 Canon U.S.A., Inc. All rights reserved.

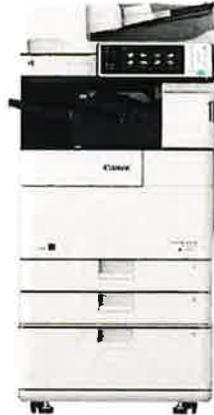
0205W713  
1216-IRA45xxSS5-12M-DIH





## MACHINE #: 4

imageRUNNER ADVANCE 4551i



### Product Description

The imageRUNNER ADVANCE 4551i model operates at speeds of up to 51 pages per minute (LTR) in B&W. Includes a 150-sheet Single Pass Duplex Automatic Document Feeder, PCL/PS/UFR II printing and Color Universal Send (Compact PDF, Searchable PDF/XPS, Office Open XML Word and PowerPoint), Two 550-sheet Cassettes, 80-sheet Stack Bypass, 4GB of RAM, 250GB HDD, Drum Unit, 1000Base-T/100Base-TX/10Base-T and USB 3.0/2.0 connectivity. Includes Universal Login Manager (ULM), Wireless LAN, and Remote Operator's Software Kit, HDD encryption.

### Space And Power Requirements

- Total Dimensions (W x D x H): 25.24" x 29.13" x 52.20"
- Total Installation Space (W x D x H): 49.88" x 46.14" x 52.20"
- Main Unit Power Requirements: 120V/10.4A
- Main Unit Plug: NEMA 5-15P

Product name	Net component size			Additional Power Supply	Plug Image
	W	D	H		
	inch	inch	inch		
imageRUNNER ADVANCE 4551i	23.11	29.13	37.20		
High Capacity Cassette Feeding Unit-B1	22.24	25.59	9.76		
Inner Finisher-J1	1.93	-	-		
Super G3 FAX Board-AS2	-	-	-		
Universal Login Manager	-	-	-	None	
Total	25.24	29.13	52.20		



## Main Unit

### Type

Monochrome Laser Multifunctional

### Core Functions

Standard: Print, Copy, Scan, Send, Store  
Optional: Fax

### Processor Speed

Canon Dual Custom Processor (Shared)

### Control Panel

Standard: 10.1" TFT LCD WSVGA Color Flat-panel  
Optional: 10.4" TFT LCD SVGA Color Upright-panel

### Memory

3.0 GB RAM

### Hard Disk

Standard: 250 GB  
Maximum: 1 TB

### Interface Connection

Network: 1000Base-T/100Base-TX/10Base-T,  
Wireless LAN (IEEE 802.11 b/g/n)

### Others

Standard: USB 2.0 x2 (Host), USB 3.0 x1 (Host),  
USB 2.0 x1 (Device)

Optional: Serial Interface, Copy Control Interface

### Paper Output Capacity (LTR, 20 lb. Bond)

With Copy Tray: 250 Sheets

With External: 3,500 Sheets

Finishers:

### Paper Sources (LTR, 20 lb. Bond)

Standard: Dual 1,500-sheet Paper Drawers, Dual  
550-sheet Paper Cassettes, 100-sheet  
Stack Bypass

Optional: 3,500-sheet Paper Deck (POD DECK  
LITE-C1 or PAPER DECK UNIT-E1)

### Paper Capacity (LTR, 20 lb. Bond)

Standard: 4,200 Sheets

Maximum: 7,700 Sheets

### Finishing Capabilities

With External Finishers: Collate, Group, Offset, Staple,  
Booklet, Hole Punch, Document Insertion, C and Z Folding

### Supported Media Types

Paper: Thin, Plain, Recycled, Color, Heavy,  
Drawers (1/2): Pre-punched, Letterhead, Bond  
Paper: Thin, Plain, Recycled, Color, Heavy,  
Cassettes: Pre-punched, Letterhead, Bond, Tab<sup>a</sup>  
(3/4):

Stack Bypass: Thin, Plain, Recycled, Color, Heavy,  
Pre-punched, Bond, Transparency,  
Labels, Letterhead, Tab, Tracing<sup>b</sup>

POD Deck: Thin, Plain, Recycled, Color, Heavy,  
Lite-C1: Pre-punched, Letterhead, Bond,  
Transparency, Labels, Tab

Paper Deck: Thin, Plain, Recycled, Color, Heavy,  
Unit-E1: Pre-punched, Letterhead, Bond

### Supported Media Sizes

Paper Drawers Letter

(1/2):

Paper: 11" x 17", Legal, Letter, Letter-R,  
Cassettes: Executive, Statement-R, Custom Size  
(5-1/2" x 7-1/8" to 11-3/4" x 17")

Stack Bypass: 11" x 17", Legal, Letter, Letter-R,  
Executive, Statement-R, Custom Size  
(4" x 5-7/8" to 11-3/4" x 17"), Free Size  
(4" x 7-1/4" to 11-3/4" x 17")

POD Deck: 11" x 17", Legal, Letter, Letter-R,

Lite-C1: Executive, Statement-R, Custom Size  
(5-1/2" x 7-1/8" to 11-3/4" x 17")

Paper Deck: Letter

Unit-E1:

### Supported Media Weights

Paper Decks/ 14 lb. Bond to 80 lb. Cover

Cassettes: (52 to 220 g/m<sup>2</sup>)

Stack Bypass: 14 lb. Bond to 140 lb. Index

(52 to 256 g/m<sup>2</sup>)

Duplexing: 14 lb. Bond to 80 lb. Cover

(52 to 220 g/m<sup>2</sup>)

### Warm-up Time<sup>a</sup>

From Power: 30 Seconds

On:

From Sleep: 30 Seconds

Mode:

### Dimensions (W x D x H)

26-3/8" x 30-5/8" x 48" (670 mm x 779 mm x 1220 mm)

### Installation Space (W x D)

Basic: Stack Bypass + Cassette drawers  
open + Copy Tray: 60-3/8" x 53-1/4"  
(1533 mm x 1353 mm)

Fully Configured: Booklet finisher + Paper Deck + Insertion  
and folding unit + Puncher unit + Cassette  
drawers open: 94-3/4" x 53-1/4"  
(2407 mm x 1353 mm)

### Weight

Approx. 515.9 lb. (234 kg)<sup>7</sup>

## Print Specifications

### Print Speed

iR ADV 6555i: Up to 55 ppm (Letter)  
Up to 43 ppm (Letter-R)  
Up to 39 ppm (Legal)  
Up to 32 ppm (11" x 17")

iR ADV 6565i: Up to 65 ppm (Letter)  
Up to 50 ppm (Letter-R)  
Up to 39 ppm (Legal)  
Up to 32 ppm (11" x 17")

iR ADV 6575i: Up to 75 ppm (Letter)  
Up to 58 ppm (Letter-R)  
Up to 45 ppm (Legal)  
Up to 37 ppm (11" x 17")

### Print Resolution (dpi)

1200 x 1200, 600 x 600

### Standard Page Description Languages

UFR II, PCL6, Adobe PS 3

### Direct Print

Available from USB, Advanced Box, Remote UI, and  
Web Access<sup>8</sup>

### Supported File Types

PDF, TIFF, JPEG, EPS,<sup>9</sup> XPS

### Printing from Mobile and Cloud

A range of software and MEAP-based solutions are  
available to provide printing from mobile devices or  
Internet-connected devices and cloud-based services  
depending on your requirements.

### Fonts

PCL fonts: 93 Roman, 10 Bitmap fonts, 2 OCR fonts,  
Andalé Mono WT J/K/S/T (Japanese,  
Korean, Simplified and Traditional  
Chinese)<sup>10</sup>

PS fonts: 136 Roman

### Operating System<sup>11</sup>

UFR II: Server 2008/Windows 7/Server 2008 R2/  
Windows 8/Server 2012/Windows 8.1/  
Server 2012 R2/Windows 10, MAC OS X  
(10.5.8 or later)

PCL: Server 2008/Windows 7/Server 2008 R2/  
Windows 8/Server 2012/Windows 8.1/  
Server 2012 R2/Windows 10

PS: Server 2008/Windows 7/Server 2008 R2/  
Windows 8/Server 2012/Windows 8.1/  
Server 2012 R2/Windows 10, MAC OS X  
(10.5.8 or later)

## Copy Specifications

### Copy Speed

iR ADV 6555i: Up to 55 ppm (Letter)  
Up to 43 ppm (Letter-R)  
Up to 39 ppm (Legal)  
Up to 32 ppm (11" x 17")

iR ADV 6565i: Up to 65 ppm (Letter)  
Up to 50 ppm (Letter-R)  
Up to 39 ppm (Legal)  
Up to 32 ppm (11" x 17")

iR ADV 6575i: Up to 75 ppm (Letter)  
Up to 58 ppm (Letter-R)  
Up to 45 ppm (Legal)  
Up to 37 ppm (11" x 17")

### First-Copy-Out Time

iR ADV 6555i: As fast as 3.3 seconds

iR ADV 6565i: As fast as 3.3 seconds

iR ADV 6575i: As fast as 3.1 seconds

iR ADV 6575i: As fast as 3.1 seconds

### Copy Resolution (dpi)

Reading: 600 x 600

Printing: 1200 x 1200

**Multiple Copies:** Up to 9,999 copies

**Magnification:** 25%-400% (1% Increments)

**Preset Reductions:** 25%, 50%, 64%, 73%, 78%

**Preset Enlargements:** 121%, 129%, 200%, 400%

### Basic Copy Features

Preset Reduction/Enlargement Ratios by Area, Paper  
Setting, Previous Settings, Favorite Settings, Finishing,  
Two-Sided, Density Adjustment, Original Type Selection,  
Interrupt Mode, Setting Confirmation/Cancel

### Special Copy Features

Book to Two Pages, Two-sided Original, Finishing,  
Booklet, Job Build, N on 1, Add Cover, Insert Sheets,  
Different Size Originals, Density Adjustment, Original  
Type Selection, Transparency Cover Sheets, Page  
Numbering, Copy Set Numbering, Sharpness, Erase  
Frame, Secure Watermark, Print Date, Shift, Gutter, Print  
& Check, Negative/Positive, Repeat Images, Merge Job  
Blocks, Job Done Notice, Mirror Image, Print on Tab, Store  
in Mail Box, Superimpose Image, Cascade Copy, Copy ID  
Card, Detect Feeder Multi Sheet Feed, Free Size Original

## Scan Specifications

### Type

Color Platen and Single-Pass Duplexing Automatic  
Document Feeder

### Document Feeder Paper Capacity

300 sheets (20 lb. Bond)

### Document Feeder Supported Media Sizes

11" x 17", Legal, Letter, Letter-R, Statement, Statement-R

### Document Feeder Supported Media Weights

BW Original: 13 lb. Bond to 80 lb. Cover (50 to 220 g/m<sup>2</sup>)

Color: 17 lb. Bond to 80 lb. Cover (64 to 220 g/m<sup>2</sup>)

Original:

### Platen Acceptable Originals

Sheet, Book, 3-Dimensional Objects (Up to 4.4 lb. (2 kg))

### Pull Scan

Color Network ScanGear2 for both Twain and WIA

Supported: Windows Vista/7/8/8.1/10 Windows

OS: Server 2003/Server 2003 R2/Server

2008/Server 2008 R2/Server 2012/  
Server 2012 R2

### Scan Resolution (dpi)

600 x 600, 400 x 400, 300 x 300, 200 x 400, 200 x 200,

200 x 100, 150 x 150, 100 x 100

### Scan to Mobile Devices and Cloud-based Services

A range of solutions is available to provide scanning to  
mobile devices and cloud-based services depending on  
your requirements.

### Scan Speed (Letter)

Single-sided: 120 ipm (300 dpi)/120 ipm (600 dpi)

Scanning

(BW):

Single-sided: 120 ipm (300 dpi)/60 ipm (600 dpi)

Scanning

(Color):

Double-sided: 240 ipm (300 dpi)/150 ipm (600 dpi)

Scanning

(BW):

Double-sided: 220 ipm (300 dpi)/60 ipm (600 dpi)

Scanning

(Color):

## Send Specifications

### Destination

E-mail/Internet Fax (SMTP), SMB, FTP, WebDAV,  
Mail Box, Super G3 Fax (Optional), IP Fax (Optional)

### Address Book

LDAP (2,000)/Local (1,600)/Speed dial (200)

### Send Resolution (dpi)

600 x 600, 400 x 400, 300 x 300, 200 x 400, 200 x 200,  
200 x 100, 150 x 150, 100 x 100

### Communication Protocol

File: FTP, SMB, WebDAV

E-mail/I-Fax: SMTP, POP3, I-Fax (Simple, Full)

## File Format

Standard: TIFF, JPEG, PDF (Compact, Searchable, Apply policy, Optimize for Web, PDF A/1-b), XPS (Compact, Searchable), Office Open XML (PowerPoint, Word)  
Optional: PDF (Trace & Smooth, Encrypted), PDF/XPS (Digital Signature)

## Universal Send Features

Original Type Selection, Two-Sided Original, Book to Two Pages, Different-Size Originals, Density Adjustment, Sharpness, Copy Ratio, Erase Frame, Job Build, Sender's Name (TTI), Select Line, Direct Send, Delayed Send, Preview, Finished Stamp, Job Done Notice, File Name, Subject/Message, Reply-to, E-mail Priority, TX Report, Original Content Orientation, Skip Blank Originals, Detect Feeder Multi Sheet Feed.

## Fax Specifications (Optional)

### Modem Speed

Super G3: 33.6 Kbps  
G3: 14.4 Kbps

**Compression Method:** MH, MR, MMR, JBIG

### Resolution (dpi)

400 x 400, 200 x 400, 200 x 200, 200 x 100

**Sending/Recording Size:** Statement-R to 11" x 17"

**Fax Memory:** Up to 30,000 Pages

**Speed Dials:** Max. 200

**Group Dials/Destinations:** Max. 199 Dials

**Sequential Broadcast:** Max. 256 Addresses

**Memory Backup:** Yes

### Fax Features

Original Type Selection, Two-sided Original, Book to Two Pages, Different-size Originals, Density for Scanning, Sharpness, Copy Ratio, Erase Frame, Job Build, Specifying the Sender's Name (when sending fax), Sender's Name (TTI), Selecting the Telephone Line (when sending fax), Direct Send, Delayed Send, Preview, Finished Stamp, Job Done Notice, TX Report, Detect Feeder Multi Sheet Feed.

## Store Specifications

### Mail Box (Number Supported):

100 User In-boxes, 1 Memory RX In-box, 50 Confidential Fax In-boxes, 30,000 Maximum Pages Stored

### Advanced Box:

Communication Protocol: SMB or WebDAV

Supported Windows (Windows Vista/7/8/8.1/10)  
Client PC:

Concurrent Connections (Max.)

SMB: 64

WebDAV: 3 (Active Sessions)

## Advanced Box Available Disc Space:

Approx. 16 GB (Standard HDD)  
Approx. 480 GB (Optional 1 TB HDD)

## Advanced Box Features:

Disabling Advanced Box, Storage Filtering, Authentication for Advanced Box Log-in, Search Function, Sort Function, Printing a PDF File with a Password, imageWARE Secure Audit Manager Support

## Memory Media

Standard: USB

## Security Specifications

### Authentication

Standard: Universal Login Manager, User Authentication, Department ID Authentication, (Device and Function Level Log-in), Access Management System

Optional: uniFLOW

### Data

Standard: Trusted Platform Module (TPM), Hard Disk Password Lock, Hard Disk Drive Erase, Mail Box Password Protection, Hard Disk Drive Encryption (FIPS140-2 Validated)

Optional: Hard Disk Drive Mirroring, Hard Disk Drive removal, IEEE 2600.2 Common Criteria Certification, Data Loss Prevention (Requires uniFLOW)

### Network

Standard: IP/Mac Address Filtering, IPsec, TLS Encrypted Communication, SNMP V3.0, IEEE 802.1X, IPv6, SMTP Authentication, POP Authentication before SMTP

### Document

Standard: Secure Print, Adobe LiveCycle® Rights Management ES2.5 Integration

Optional: Encrypted PDF, Encrypted Secure Print, User and Device signatures, Secure Watermarks, Document Scan locking

## Environmental Specifications

### Operating Environment

Temperature: 50 to 86 °F

Humidity: 20 to 80 % RH (no condensation)

### Power Requirements

120-127 V AC, 60 Hz, 16 A

### Plug (Main Unit)

NEMA 5-20P

### Power Consumption

Maximum: Approx. 2.1 kW

Standby: Approx. 238 W

Energy Saver: Approx. 192 W

Mode:

Sleep Mode: Approx. 0.9 W<sup>12</sup>

Typical: 5.2 kWh (6555i)

Electricity: 5.8 kWh (6565i)

Consumption: 6.3 kWh (6575i)

(TEC) Rating:

## Standards

ENERGY STAR® Certified

Rated EPEAT® Gold<sup>13</sup>

EU RoHS Compliant

Ecomark

Blue Angel

## Consumables

### Toner

GPR-38 Black Toner

### Toner Yield (Estimated @ 6% Coverage)

56,000 Images

## Footnotes

<sup>1</sup> Subscription to a third-party cloud service required. Subject to third-party cloud service providers' terms and conditions.

<sup>2</sup> Canon offers security features that can help your business. Many variables can impact the security of your devices and data. Canon does not warrant that the use of its features will prevent malicious attacks, or prevent misuse of devices or data or other security issues. Nothing herein should be construed as legal counsel or regulatory advice concerning customers' compliance with laws related to privacy and security. Customers must have their own qualified counsel determine the feasibility of a particular solution as it relates to regulatory and statutory compliance. Some security settings may affect device functionality or performance. You may want to test these settings before deploying them in your environment to ensure you understand their effects.

<sup>3</sup> For current EPEAT rating (Gold/Silver/Bronze), please visit [www.epeat.net](http://www.epeat.net).

<sup>4</sup> Tab paper can be fed from Paper Cassettes (3/4) when the optional Tab Feeding Attachment Kit-B1 is installed.

<sup>5</sup> Some types of tracing paper cannot be used.

<sup>6</sup> Warm-up time shown for when "Quick Startup Settings for Main Power" is set to "OFF". For significantly faster warm-up set "Quick Startup Settings for Main Power" to "ON".

<sup>7</sup> Including the toner bottle.

<sup>8</sup> PDF print from websites is supported.

<sup>9</sup> EPS can be printed directly only from the Remote User Interface.

<sup>10</sup> Requires the optional PCL International Font Set-A1.

<sup>11</sup> Other operating systems and environments, including A5/400, UNIX, Linux and Citrix, may be supported. Some solutions are chargeable. SAP Device Types are available via the SAP Market Place. For more information, contact your sales representative.

<sup>12</sup> 0.9 W sleep mode not available in all circumstances due to certain settings.

For detailed specifications and a comprehensive list of optional accessories, see the imageRUNNER ADVANCE 6500 Series Specifications document.

# MACHINE #: 5

USA.CANON.COM



As an ENERGY STAR® Partner, Canon U.S.A., Inc. has certified these models as meeting the ENERGY STAR energy efficiency criteria through an EPA recognized certification body. ENERGY STAR and the ENERGY STAR mark are registered U.S. marks. AirPrint and the AirPrint logo are trademarks of Apple Inc. Canon, imageRUNNER, imageWARE, imagePASS, MEAP, and the GENUINE logo are registered trademarks or trademarks of Canon Inc. in the United States and may also be registered trademarks or trademarks in other countries. Adobe® and PostScript® 3™ are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries. Microsoft® and PowerPoint® are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries. PCL® is a registered trademark of Hewlett-Packard Company. All other referenced product names and marks are trademarks of their respective owners. All features presented in this brochure may not apply to all Series and/or products and may be optional; please check with your Canon Authorized Dealer for details. Products shown with optional accessories. Canon U.S.A. does not provide legal counsel or regulatory compliance consultancy, including without limitation, Sarbanes-Oxley, HIPAA, GLBA, Check 21 or the USA Patriot Act. Each customer must have its own qualified counsel determine the advisability of a particular solution as it relates to regulatory and statutory compliance. Specifications and availability subject to change without notice. Not responsible for typographical errors.  
©2017 Canon U.S.A., Inc. All rights reserved.

0200W426  
0417R3-IRA6500SR5B-PDF-IH





# MACHINE #: 5

## imageRUNNER ADVANCE 6575i



### Product Description

The imageRUNNER ADVANCE 6575i operates at speeds of up to 75-ppm in B&W. Includes a 300-sheet Single Pass Duplex Automatic Document Feeder, Color Image Reader, PCL/PS/UFR II printing and Color Universal Send (Compact PDF, Searchable PDF/XPS, Office Open XML Word and PowerPoint), 2 x 1,500-Sheet Paper Drawers, 2 x 550-sheet Paper Cassettes, 100 Sheet Stack Bypass, 3GB of RAM, 250GB HDD with encryption, Drum Units, 1000Base-T/100Base-TX/10Base-T and USB 3.0/2.0 connectivity. Includes Universal Login Manager (ULM), Wireless LAN, USB Device Port, and Remote Operator's Software Kit.

### Space And Power Requirements

- Total Dimensions (W x D x H): 47.24" x 30.67" x 48.03"
- Total Installation Space (W x D x H): 68.70" x 53.27" x 48.03"
- Main Unit Power Requirements: 120V/16A
- Main Unit Plug: NEMA 5-20P

Product name	Net component size			Additional Power Supply	Plug Image
	W	D	H		
	inch	inch	inch		
imageRUNNER ADVANCE 6575i	25.39	30.67	48.03		
Staple Finisher-V2	20.67	24.53	43.27	None	
Super G3 FAX Board-AS2	-	-	-	None	
Universal Login Manager	-	-	-	None	
Total	47.24	30.67	48.03		



# MACHINE #: 6

## Main Unit

### Type

Monochrome Laser Multifunctional

### Core Functions

Standard: Print, Copy, Scan, Send, Store  
Optional: Fax

### Processor

Canon Dual Custom Processor (Shared)

### Control Panel

Standard for iR ADV 8585i: 10.1" TFT LCD WSVGA Color Flat-panel

Standard for iR ADV 8595i, 8505i: 10.4" TFT LCD SVGA Color Upright-panel

Optional for iR ADV 8585i: 10.4" TFT LCD SVGA Color Upright-panel

### Memory: 3.0 GB RAM

### Hard Disk Drive

Standard: 250 GB  
Maximum: 1 TB

### Interface Connection

Network: 1000Base-T/100Base-TX/10Base-T, Wireless LAN (IEEE 802.11 b/g/n)

### Others

Standard: USB 2.0 x2 (Host), USB 3.0 x1 (Host), USB 2.0 x1 (Device)

Optional: Serial Interface, Copy Control Interface

### Paper Sources (LTR, 20 lb. Bond)

Standard: Dual 1,500-sheet Paper Drawers, Dual 550-sheet Paper Cassettes, 100-sheet Stack Bypass

Optional: 3,500-sheet Paper Deck (POD DECK LITE-C1 or PAPER DECK UNIT-E1)

### Paper Capacity (LTR, 20 lb. Bond)

Standard: 4,200 Sheets  
Maximum: 7,700 Sheets

### Paper Output Capacity (LTR, 20 lb. Bond)

With External Finishers (-V1): 3,500 Sheets

With External Finishers (-X1): 4,250 Sheets

With External Finishers (-W1 PRO): 5,000 Sheets

### Finishing Capabilities

With External Finishers: Collate, Group, Offset, Staple, Booklet, Booklet Trimming, Hole Punch, Professional Hole Punch, Document Insertion, Folding (C, Z, Half, Accordion Z, Double-parallel)

### Supported Media Types

Paper Drawers (1/2): Thin, Plain, Recycled, Color, Heavy, Pre-punched, Letterhead, Bond

Paper Cassettes (3/4): Thin, Plain, Recycled, Color, Heavy, Pre-punched, Letterhead, Bond, Tab<sup>4</sup>

Stack Bypass: Thin, Plain, Recycled, Color, Heavy, Pre-punched, Bond, Transparency, Labels, Letterhead, Tab, Tracing<sup>5</sup>

POD DECK LITE-C1: Thin, Plain, Recycled, Color, Heavy, Pre-punched, Letterhead, Bond, Transparency, Labels, Tab

PAPER DECK UNIT-E1: Thin, Plain, Recycled, Color, Heavy, Pre-punched, Letterhead, Bond

### Supported Media Sizes

Paper Drawers (1/2): Letter

Paper Cassettes (3/4): 13" x 19", 12-5/8" x 17-11/16", 12" x 18", 11" x 17", Legal, Letter, Letter-R, Executive, Statement-R, Custom Size (5-1/2" x 7-1/8" to 13" x 19-1/4")

Stack Bypass: 13" x 19", 12-5/8" x 17-11/16", 12" x 18", 11" x 17", Legal, Letter, Letter-R, Executive, Statement-R, Custom Size (4 x 5-7/8" to 13" x 19-1/4"), Free Size (4" x 7-1/4" to 13" x 19-1/4")

POD DECK LITE-C1: 13" x 19", 12-5/8" x 17-11/16", 12" x 18", 11" x 17", Legal, Letter, Letter-R, Executive, Statement-R, Custom Size (5-1/2" x 7-1/8" to 13" x 19-1/4")

PAPER DECK UNIT-E1: Letter

### Supported Media Weights

Paper Decks/ Cassettes: 14 lb. Bond to 80 lb. Cover (52 to 220 g/m<sup>2</sup>)

Stack Bypass: 14 lb. Bond to 140 lb. Index (52 to 256 g/m<sup>2</sup>)

Duplexing: 14 lb. Bond to 80 lb. Cover (52 to 220 g/m<sup>2</sup>)

### Warm-up Time<sup>6</sup>

From Power On: 60 Seconds or Less  
From Sleep Mode: 60 Seconds or Less

### Dimensions (W x D x H)

iR ADV 8585i: 26-3/8" x 30-5/8" x 48" (670 mm x 779 mm x 1220 mm)

iR ADV 8595i/8505i: 58-3/8" x 30-3/8" x 49-1/4" (1481 mm x 770 mm x 1252 mm)

### Installation Space (W x D)

Fully Configured: 161-3/8" x 63-5/8" (4098 mm x 1617 mm) (POD DECK LITE-C1 + BOOKLET FINISHER-W1 PRO + DOCUMENT INSERTION UNIT-N1 + PAPER FOLDING UNIT-J1 + BOOKLET TRIMMER-D1)

### Weight

iR ADV 8585i: Approx. 520.3 lb. (237 kg)<sup>7</sup>  
iR ADV 8595i/8505i: Approx. 529.1 lb. (240 kg)<sup>7</sup>

## Print Specifications

### Print Speed

iR ADV 8585i: Up to 85 ppm (Letter)  
Up to 67 ppm (Letter-R)  
Up to 57 ppm (Legal)  
Up to 43 ppm (11" x 17")

iR ADV 8595i: Up to 95 ppm (Letter)  
Up to 73 ppm (Letter-R)  
Up to 60 ppm (Legal)  
Up to 49 ppm (11" x 17")

iR ADV 8505i: Up to 105 ppm (Letter)  
Up to 81 ppm (Letter-R)  
Up to 63 ppm (Legal)  
Up to 53 ppm (11" x 17")

### Print Resolution

1200 dpi x 1200 dpi, 600 dpi x 600 dpi

### Standard Page Description Languages

UFR II, PCL6, Adobe PS 3

### Direct Print

Available from USB, Advanced Box, Remote UI, and Web Access<sup>8</sup>

### Supported File Types

PDF, TIFF, JPEG, EPS,<sup>9</sup> XPS

### Printing from Mobile and Cloud

A range of software and MEAP-based solutions are available to provide printing from mobile devices or Internet-connected devices and cloud-based services depending on your requirements.

### Fonts

PCL fonts: 93 Roman, 10 Bitmap fonts, 2 OCR fonts, Andalé Mono WT J/K/S/T (Japanese, Korean, Simplified and Traditional Chinese)<sup>10</sup>

PS fonts: 136 Roman

### Operating System<sup>11</sup>

UFR II: Server 2008/Windows 7/Server 2008 R2/Windows 8/Server 2012/Windows 8.1/Server 2012 R2/Windows 10, MAC OS X (10.5.8 or later)

PCL: Server 2008/Windows 7/Server 2008 R2/Windows 8/Server 2012/Windows 8.1/Server 2012 R2/Windows 10

PS: Server 2008/Windows 7/Server 2008 R2/Windows 8/Server 2012/Windows 8.1/Server 2012 R2/Windows 10, MAC OS X (10.5.8 or later)

## Copy Specifications

### Copy Speed

iR ADV 8585i: Up to 85 ppm (Letter)  
Up to 67 ppm (Letter-R)  
Up to 57 ppm (Legal)  
Up to 43 ppm (11" x 17")

iR ADV 8595i: Up to 95 ppm (Letter)  
Up to 73 ppm (Letter-R)  
Up to 60 ppm (Legal)  
Up to 49 ppm (11" x 17")

iR ADV 8505i: Up to 105 ppm (Letter)  
Up to 81 ppm (Letter-R)  
Up to 63 ppm (Legal)  
Up to 53 ppm (11" x 17")

**First-Copy-Out Time:** As Fast as 2.7 Seconds

### Copy Resolution

Reading: 600 dpi x 600 dpi  
Printing: 1200 dpi x 1200 dpi

**Multiple Copies:** Up to 9,999 copies

**Magnification:** 25%-400% (1% Increments)

**Preset Reductions:** 25%, 50%, 64%, 73%, 78%

**Preset Enlargements:** 121%, 129%, 200%, 400%

### Basic Copy Features

Preset Reduction/Enlargement Ratios by Area, Paper Setting, Previous Settings, Favorite Settings, Finishing, Two-Sided, Density Adjustment, Original Type Selection, Interrupt Mode, Setting Confirmation/Cancel

### Special Copy Features

Book to Two Pages, Two-sided Original, Finishing, Booklet, Job Build, N on 1, Add Cover, Insert Sheets, Different Size Originals, Density Adjustment, Original Type Selection, Transparency Cover Sheets, Page Numbering, Copy Set Numbering, Sharpness, Erase Frame, Secure Watermark, Print Date, Shift, Gutter, Print & Check, Negative/Positive, Repeat Images, Merge Job Blocks, Job Done Notice, Mirror Image, Print on Tab, Store in Mail Box, Superimpose Image, Cascade Copy, Copy ID Card, Detect Feeder Multi Sheet Feed, Free Size Original

## Scan Specifications

### Type

Color Platen and Single-pass Duplexing Automatic Document Feeder

### Document Feeder Paper Capacity

300 Sheets (20 lb. Bond)

### Document Feeder Supported Media Sizes

11" x 17", Legal, Letter, Letter-R, Statement, Statement-R

### Document Feeder Supported Media Weights

BW Original: 13 lb. Bond to 80 lb. Cover (50 to 220 g/m<sup>2</sup>)  
CL Original: 17 lb. Bond to 80 lb. Cover (64 to 220 g/m<sup>2</sup>)

### Platen Acceptable Originals

Sheet, Book, 3-Dimensional Objects [Up to 4.4 lb. (2 kg)]

### Pull Scan

Color Network ScanGear2 for both Twain and WIA  
Supported OS: Windows Vista/7/8/8.1/10/Windows Server 2003/Server 2003 R2/Server 2008/Server 2008 R2/Server 2012/Server 2012 R2

### Scan Resolution

600 x 600 dpi, 400 x 400 dpi, 300 x 300 dpi, 200 x 400 dpi, 200 x 200 dpi, 200 x 100 dpi, 150 x 150 dpi, 100 x 100 dpi

### Scan to Mobile Devices and Cloud-based Services

A range of solutions is available to provide scanning to mobile devices or and cloud-based services depending on your requirements.

### Scan Speed (Letter)

Single-sided Scanning (BW): 120 ipm (300 dpi)/120 ipm (600 dpi)

Single-sided Scanning (Color): 120 ipm (300 dpi)/60 ipm (600 dpi)

Double-sided Scanning (BW): 240 ipm (300 dpi)/150 ipm (600 dpi)

Double-sided Scanning (Color): 220 ipm (300 dpi)/60 ipm (600 dpi)

## Send Specifications

### Destination

E-mail/Internet Fax (SMTP), SMB, FTP, WebDAV, Mail Box, Super G3 Fax (Optional), IP Fax (Optional)

### Address Book

LDAP (2,000)/Local (1,600)/Speed dial (200)

### Send Resolution

600 x 600 dpi, 400 x 400 dpi, 300 x 300 dpi, 200 x 400 dpi, 200 x 200 dpi, 200 x 100 dpi, 150 x 150 dpi, 100 x 100 dpi

# MACHINE #: 6

## Communication Protocol

File: FTP, SMB, WebDAV  
E-mail/I-Fax: SMTP, POP3, I-Fax (Simple, Full)

## File Format

Standard: TIFF, JPEG, PDF (Compact, Searchable, Apply policy, Optimize for Web, PDF A/1-b), XPS (Compact, Searchable), Office Open XML (PowerPoint, Word)  
Optional: PDF (Trace & Smooth, Encrypted), PDF/XPS (Digital Signature)

## Universal Send Features

Original Type Selection, Two-sided Original, Book to Two Pages, Different-size Originals, Density Adjustment, Sharpness, Copy Ratio, Erase Frame, Job Build, Sender's Name (TTI), Select Line, Direct Send, Delayed Send, Preview, Finished Stamp, Job Done Notice, File Name, Subject/Message, Reply-to, E-mail Priority, TX Report, Original Content Orientation, Skip Blank Originals, Detect Feeder Multi Sheet Feed.

## Fax Specifications (Optional)

### Modem Speed

Super G3: 33.6 kbps  
G3: 14.4 kbps

Compression Method: MH, MR, MMR, JBIG

### Resolution

400 x 400 dpi, 200 x 400 dpi, 200 x 200 dpi, 200 x 100 dpi

Sending/Recording Size: Statement-R to 11" x 17"

Fax Memory: Up to 30,000 pages

Speed Dials: Max. 200

Group Dials/Destinations: Max. 199 dials

Sequential Broadcast: Max. 256 addresses

Memory Backup: Yes

### Fax Features

Original Type Selection, Two-sided Original, Book to Two Pages, Different-size Originals, Density for Scanning, Sharpness, Copy Ratio, Erase Frame, Job Build, Specifying the Sender's Name (when sending fax), Sender's Name (TTI), Selecting the Telephone Line (when sending fax), Direct Send, Delayed Send, Preview, Finished Stamp, Job Done Notice, TX Report, Detect Feeder Multi Sheet Feed

## Store Specifications

### Mail Box (Number Supported)

100 User In-boxes, 1 Memory RX In-box, 50 Confidential Fax In-boxes, 30,000 Maximum Pages Stored

### Advanced Box

Communication Protocol: SMB or WebDAV  
Supported Windows (Windows Vista/7/8/8.1/10)  
Client PC:

Concurrent Connections (Max.)

SMB: 64

WebDAV: 3 (Active Sessions)

## Advanced Box Available Disc Space

Approx. 16 GB (Standard HDD)  
Approx. 480 GB (Optional 1TB HDD)

## Advanced Box Features

Disabling Advanced Box, Storage Filtering, Authentication for Advanced Box Log-in, Search Function, Sort Function, Printing a PDF File with a Password, imageWARE Secure Audit Manager Support

## Memory Media

Standard: USB

## Security Specifications

### Authentication

Standard: Universal Login Manager, User Authentication, Department ID Authentication, (Device and Function Level Log-in), Access Management System

Optional: uniFLOW

### Data

Standard: Trusted Platform Module (TPM), Hard Disk Password Lock, Hard Disk Drive Erase, Mail Box Password Protection, Hard Disk Drive Encryption (FIPS140-2 Validated)

Optional: Hard Disk Drive Mirroring, Hard Disk Drive removal, IEEE 2600.2 Common Criteria Certification, Data Loss Prevention (Requires uniFLOW)

### Network

Standard: IP/Mac Address Filtering, IPsec, TLS Encrypted Communication, SNMP V3.0, IEEE 802.1X, IPv6, SMTP Authentication, POP Authentication before SMTP

### Document

Standard: Secure Print, Adobe LiveCycle® Rights Management ES2.5 Integration

Optional: Encrypted PDF, Encrypted Secure Print, User and Device signatures, Secure Watermarks, Document Scan Locking

## Environmental Specifications

### Operating Environment

Temperature: 50 to 86 °F  
Humidity: 20 to 80 % RH (no condensation)

### Power Requirements

120-127 V AC, 60 Hz, 16 A

### Plug (Main Unit)

NEMA 5-20P

### Power Consumption

Maximum: Approx. 2.1 kW  
Standby: Approx. 239 Wh

Energy Saver Mode: Approx. 202 Wh  
Sleep Mode: Approx. 0.9 W or less<sup>12</sup>  
Typical: 9.0 kWh (iR ADV 8585i)  
Electricity Consumption (TEC) Rating: 9.8 kWh (iR ADV 8595i)  
Consumption: 10.5 kWh (iR ADV 8505i)

## Standards

ENERGY STAR® Certified  
Rated EPEAT® Gold<sup>3</sup>  
EU RoHS Compliant  
Ecomark

## Consumables

Toner: GPR-37 BLACK TONER

Toner Yield (Estimated @ 6% Coverage): 70,000 Images

## Footnotes

- <sup>1</sup> Subscription to a third-party cloud service required. Subject to third-party cloud service providers' terms and conditions.
- <sup>2</sup> Canon offers security features that can help your business. Many variables can impact the security of your devices and data. Canon does not warrant that the use of its features will prevent malicious attacks, or prevent misuse of devices or data or other security issues. Nothing herein should be construed as legal counsel or regulatory advice concerning customers' compliance with laws related to privacy and security. Customers must have their own qualified counsel determine the feasibility of a particular solution as it relates to regulatory and statutory compliance. Some security settings may affect device functionality or performance. You may want to test these settings before deploying them in your environment to ensure you understand their effects.
- <sup>3</sup> For current EPEAT rating (Gold/Silver/Bronze), please visit [www.epeat.net](http://www.epeat.net).
- <sup>4</sup> Tab paper can be fed from Paper Cassettes (3/4) when the optional Tab Feeding Attachment Kit-BI is installed.
- <sup>5</sup> Some types of tracing paper cannot be used.
- <sup>6</sup> Warm-up time shown for when "Quick Startup Settings for Main Power" is set to "OFF". For significantly faster warm-up set "Quick Startup Settings for Main Power" to "ON".
- <sup>7</sup> Including the toner bottle.
- <sup>8</sup> PDF print from Websites is supported.
- <sup>9</sup> EPS can be printed directly only from the Remote User Interface.
- <sup>10</sup> Requires the optional PCL International Font Set-A1.
- <sup>11</sup> Other operating systems and environments including AS/400, UNIX, Linux and Citrix may be supported. Some of these solutions are chargeable. SAP Device Types are available via the SAP Market Place. For more information, contact your sales representative.
- <sup>12</sup> 0.9 W sleep mode not available in all circumstances due to certain settings.

For detailed specifications and a comprehensive list of optional accessories, see the ImageRUNNER ADVANCE 8500 Series Specifications document.

USA.CANON.COM



As an ENERGY STAR® Partner, Canon U.S.A., Inc. has certified these models as meeting the ENERGY STAR energy efficiency criteria through an EPA recognized certification body. ENERGY STAR and the ENERGY STAR mark are registered U.S. marks. AirPrint and the AirPrint logo are trademarks of Apple Inc. Canon, imageRUNNER, imageWARE, imagePASS, and the GENUINE logo are registered trademarks or trademarks of Canon Inc. in the United States and may also be registered trademarks or trademarks in other countries. Adobe® and PostScript® 3™ are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries. Microsoft® and PowerPoint® are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries. PCL® is a registered trademark of Hewlett-Packard Company. All other referenced product names and marks are trademarks of their respective owners. All printer output images are simulated. All features presented in this brochure may not apply to all Series and/or products and may be optional; please check with your Canon Authorized Dealer for details. Products shown with optional accessories. Canon U.S.A. does not provide legal counsel or regulatory compliance consultancy, including without limitation, Sarbanes-Oxley, HIPAA, GLBA, Check 21 or the USA Patriot Act. Each customer must have its own qualified counsel determine the advisability of a particular solution as it relates to regulatory and statutory compliance. Specifications and availability subject to change without notice. Not responsible for typographical errors. ©2017 Canon U.S.A., Inc. All rights reserved.

0200W425  
0117R1-IRA8500SR5B-8M-P





**MACHINE #: 6**

**imageRUNNER ADVANCE 8595i**



**Product Description**

The imageRUNNER ADVANCE 8595i operates at speeds of up to 95-ppm in B&W. Includes a 300-sheet Single Pass Duplex Automatic Document Feeder, Color Image Reader, Upright Control Panel, PCL/PS/UFR II printing and Color Universal Send (Compact PDF, Searchable PDF/XPS, Office Open XML Word and PowerPoint), 2 x 1,500-Sheet Paper Drawers, 2 x 550-sheet Paper Cassettes, 100 Sheet Stack Bypass, 3GB of RAM, 250GB HDD with encryption, Drum Units, 1000Base-T/100Base-TX/10Base-T and USB 3.0/2.0 connectivity. Includes Universal Login Manager (ULM), Wireless LAN, USB Device Port, and Remote Operator's Software Kit.

**Space And Power Requirements**

- Total Dimensions (W x D x H): 76.65" x 31.06" x 48.03"
- Total Installation Space (W x D x H): 81.73" x 54.02" x 48.03"
- Main Unit Power Requirements: 120V/16A
- Main Unit Plug: NEMA 5-20P

The imageRUNNER ADVANCE 8595i model requires both the imageRUNNER ADVANCE 8505i/8595i Main Engine and the imageRUNNER ADVANCE 8595i Speed License.

Product name	Net component size			Additional Power Supply	Plug Image
	W	D	H		
	inch	inch	inch		
imageRUNNER ADVANCE 8595i	25.39	30.67	48.03		
Booklet Finisher-X1	30.20	30.12	40.94	Yes	
Puncher Unit-BF1	-	-	-	None	
Super G3 FAX Board-AS2	-	-	-	None	
Universal Login Manager	-	-	-	None	
<b>Total</b>	<b>76.65</b>	<b>31.06</b>	<b>48.03</b>		



# MACHINE #: 1 COLOR

## Main Unit

### Type

Color Laser Multifunctional

### Core Functions

Standard: Print, Copy, Scan, Send, Store

Optional: Fax

### Processor

Canon Dual Custom Processor (Shared)

### Control Panel

10.1" TFT LCD WSVGA Color Flat-panel

### Memory

3.0 GB RAM

### Hard Disk Drive

Standard: 250 GB

### Interface Connection

Network: 1000Base-T/100Base-TX/10Base-T,  
Wireless LAN (IEEE 802.11 b/g/n)

### Others

Standard: USB 2.0 x1 (Host), USB 3.0 x1 (Host),  
USB 2.0 x1 (Device)

Optional: Serial Interface, Copy Control Interface

### Paper Capacity (LTR, 20 lb. Bond)

Standard: 1,200 Sheets

Maximum: 2,300 Sheets

### Paper Sources (LTR, 20 lb. Bond)

Standard: Dual 550-sheet Paper Cassettes,  
100-sheet Stack Bypass

Optional: Dual 550-sheet Paper Cassettes  
(CASSETTE FEEDING UNIT-API),

### Paper Output Capacity (LTR, 20 lb. Bond)

Standard: 250 Sheets

Maximum: 3,450 Sheets  
(with External Finisher and Copy Tray)

### Finishing Capabilities

Standard: Collate, Group

### With Inner

Shift Sorter: Collate, Group, Offset

With Inner Collate, Group, Offset, Staple, Staple-Free  
Finisher: Staple, Staple On Demand

With External Collate, Group, Offset, Staple, Booklet,  
Finishers: Staple-Free Staple, Staple On Demand,  
Hole Punch (Optional)

### Supported Media Types

Paper Thin, Plain, Recycled, Color, Heavy,  
Cassettes Pre-punched, Bond, Transparency,  
(1/2): Envelope

Stack Bypass: Thin, Plain, Recycled, Color, Heavy,  
Pre-punched, Labels, Bond, Coated,  
Transparency, Tracing, Envelope

### Cassette

Feeding Unit-API: Thin, Plain, Recycled, Color, Heavy,  
Pre-punched, Bond, Transparency

### Supported Media Sizes

Paper Letter, Executive, Statement-R, Envelope  
Cassette 1: [No.10 (COM10), DL, ISO-C5], Custom Size  
(5-1/2" x 7-1/8" to 11-3/4" x 8-1/2")

Paper 12" x 18", 11" x 17", Legal, Letter, Letter-R,  
Cassette 2: Executive, Statement-R, Envelope  
[No.10 (COM10), Monarch, DL], Custom  
Size (5-1/2" x 7-1/8" to 12" x 18")

Stack Bypass: 12" x 18", 11" x 17", Legal, Letter, Letter-R,  
Executive, Statement, Statement-R,  
Envelope [No.10 (COM10), Monarch,  
DL, ISO-C5], Envelope Custom Size  
(3-7/8" x 3-7/8" to 12-5/8" x 18"),  
Custom Size (3-7/8" x 5-1/2" to  
12-5/8" x 18"), Free Size (3-7/8" x 5-1/2"  
to 12-5/8" x 18")

Cassette 12" x 18", 11" x 17", Legal, Letter, Letter-R,  
Feeding Unit-API: Executive, Statement-R, Custom Size  
(5-1/2" x 7-1/8" to 12" x 18")

### Supported Media Weights

Cassettes: 14 lb. Bond to 80 lb. Cover (52 to 220 g/m<sup>2</sup>)

Stack Bypass: 14 lb. Bond to 110 lb. Cover (52 to 300 g/m<sup>2</sup>)

Duplexing: 14 lb. Bond to 80 lb. Cover (52 to 220 g/m<sup>2</sup>)

## Print/Copy Speed (BW and Color)

C3530i: Up to 30 ppm (Letter); Up to 20 ppm  
(Letter-R); Up to 15 ppm (Legal);  
Up to 15 ppm (11" x 17")

C3525i: Up to 25 ppm (Letter); Up to 20 ppm  
(Letter-R); Up to 15 ppm (Legal);  
Up to 15 ppm (11" x 17")

## Warm-up Time

From Power On: 34 Seconds

From Sleep Mode: 10 Seconds

Quick Startup Mode: 10 Seconds<sup>4</sup>

## Dimensions (W x D x H)

22-1/4" x 29-1/4" x 45-1/5" (565 mm x 742 mm x 1148 mm)<sup>5</sup>

## Installation Space (W x D)

Basic: Stack Bypass + Cassette drawers open:  
38-1/2" x 44-1/4" (978 mm x 1123 mm)<sup>5</sup>

## Fullly Configured:

63-3/4" x 44-1/4" (1620 mm x 1123 mm)<sup>6</sup>

## Weight

Approx. 213.9 lb. (97 kg)<sup>7</sup>

## Print Specifications

### Print Resolution (dpi)

1200 x 1200

### Standard Page Description Languages

UFR II, PCL<sup>®</sup>6, Adobe<sup>®</sup> PS<sup>®</sup>3

### Direct Print

Available from USB, Advanced Box, Remote UI,  
and Web Access<sup>8</sup>

### Supported File Types

PDF, TIFF, JPEG, EPS, XPS

### Printing from Mobile Devices and Cloud-based Services

A range of software and MEAP-based solutions are  
available to provide printing from mobile devices or  
Internet-connected devices and cloud-based services  
depending on your requirements.

### Fonts

PCL fonts: 93 Roman, 10 Bitmap fonts, 2 OCR fonts,  
Andalé Mono WT J/K/S/T (Japanese,  
Korean, Simplified and Traditional  
Chinese),<sup>9</sup> Barcode Fonts<sup>10</sup>

### PS fonts:

136 Roman

### Operating System<sup>11</sup>

UFRII/PS: Server 2003/Server 2003 R2/Windows  
Vista\*/Server 2008/Windows<sup>®</sup> 7/Server  
2008 R2/Windows 8/Server 2012/  
Windows 8.1/Server 2012 R2/Windows  
10/Server 2016, MAC OS X (10.7 or later)

PCL: Server 2003/Server 2003 R2/Windows  
Vista\*/Server 2008/Windows 7/Server  
2008 R2/Windows 8/Server 2012/  
Windows 8.1/Server 2012 R2/Windows  
10/Server 2016

### Copy Specifications

#### First-Copy-Out Time (LTR)

As fast as 5.9 seconds (BW)/8.2 seconds (Color)

#### Multiple Copies

Up to 999 copies

#### Magnification

25%-400% (1% Increments)

#### Preset Reductions

25%, 50%, 64%, 73%, 78%

#### Preset Enlargements

121%, 129%, 200%, 400%

#### Basic Copy Features

Preset Reduction/Enlargement Ratios by Area, Paper  
Setting, Previous Settings, Favorite Settings, Finishing,  
Two-Sided, Density Adjustment, Original Type Selection,  
Interrupt Mode, Setting Confirmation/Cancel

## Special Copy Features

Book to Two Pages, Two-Sided Original, Finishing,  
Booklet, Job Build, N on 1, Add Cover, Insert Sheets,  
Different-Size Originals, Density Adjustment, Original  
Type Selection, Transparency Cover Sheets, Page  
Numbering, Copy Set Numbering, Sharpness, Erase  
Frame, Secure Watermark, Print Date, Shift, Gutter,  
Print & Check, Negative/Positive, Repeat Images,  
Job Done Notice, Mirror Image, Copy ID Card, Multi Sheet  
Feed Detection, Free Size Original, Adjust One-Touch  
Color, Color Balance, Area Designation

## Scan Specifications

### Type

Single-pass Duplexing Automatic Document Feeder

### Document Feeder Paper Capacity

150 Sheets (20 lb. Bond)

### Document Feeder Supported Media Sizes

11" x 17", Legal, Letter, Letter-R, Statement, Statement-R

### Document Feeder Supported Media Weights

BW Original: 13 lb. Bond to 58 lb. Cover (50 to 157 g/m<sup>2</sup>)

CL Original: 17 lb. Bond to 58 lb. Cover (64 to 157 g/m<sup>2</sup>)

### Platen Acceptable Originals

Sheet, Book, 3-Dimensional Objects [Up to 4.4 lb. (2 kg)]

### Pull Scan

Color Network ScanGear2 for both Twain and WIA

Supported Windows Vista/7/8/8.1/10/

OS: Server 2008/Server 2008 R2/

Server 2012/Server 2012 R2

### Scan Resolution (dpi)

600 x 600, 400 x 400, 300 x 300, 200 x 400, 200 x 200,  
200 x 100, 150 x 150, 100 x 100

### Scan to Mobile Devices and Cloud-based Services

A range of solutions is available to provide scanning to  
mobile devices and cloud-based services depending on  
your requirements.

### Scan Speed (LTR)

Single-sided Scanning (BW/Color):

80 ipm (300 dpi)/51 ipm (600 dpi)

Double-sided Scanning (BW/Color):

160 ipm (300 dpi)/51 ipm (600 dpi)

## Send Specifications

### Destination

Email/Internet Fax (SMTP), SMB, FTP, WebDAV, Mail  
Box, Super G3 Fax (Optional), IP Fax (Optional)

### Address Book

LDAP (2,000)/Local (1,600)/Speed Dial (200)

### Send Resolution (dpi)

600 x 600, 400 x 400, 300 x 300, 200 x 400, 200 x 200,  
200 x 100, 150 x 150, 100 x 100

### Communication Protocol

File: FTP, SMB, WebDAV

Email/I-Fax: SMTP, POP3, I-Fax (Simple, Full)

### File Format

Standard: TIFF, JPEG, PDF (Compact, Searchable,  
Apply policy, Optimize for Web, PDF  
A/1-b), XPS (Compact, Searchable),  
Office Open XML (PowerPoint<sup>®</sup>, Word)

Optional: PDF (Trace & Smooth, Encrypted),  
PDF/XPS (Digital Signature)

### Universal Send Features

Original Type Selection, Two-Sided Original, Book to Two  
Pages, Different-Size Originals, Density Adjustment,  
Sharpness, Copy Ratio, Erase Frame, Job Build, Delayed  
Send, Preview, Finished Stamp, Job Done Notice, File  
Name, Subject/Message, Reply-To, Email Priority, TX  
Report, Original Content Orientation, Skip Blank Originals,  
Multi Sheet Feed Detection

## Fax Specifications

### Maximum Number of Connection Lines

2

### Modem Speed

Super G3: 33.6 Kbps

G3: 14.4 Kbps

### Compression Method

MH, MR, MMR, JBIG

### Resolution (dpi)

400 x 400, 200 x 400, 200 x 200, 200 x 100

# MACHINE #: 1 COLOR

## Sending/Recording Size

Statement-R to 11" x 17"

## Fax Memory

Up to 30,000 Pages

## Speed Dials

Max. 200

## Group Dials/Destinations

Max. 199 Dials

## Sequential Broadcast

Max. 256 Addresses

## Memory Backup

Yes

## Fax Features

Original Type Selection, Two-Sided Original, Book to Two Pages, Different-Size Originals, Density for Scanning, Sharpness, Copy Ratio, Erase Frame, Job Build, Specifying the Sender's Name (when sending fax), Sender's Name (TTI), Select Line, Selecting the Telephone Line (when sending fax), Direct Send, Delayed Send, Preview, Finished Stamp, Job Done Notice, TX Report, Multi Sheet Feed Detection

## Store Specifications

### Mail Box Simple (Number Supported)

100 User In-boxes, 1 Memory RX In-box, 50 Confidential Fax In-boxes, 30,000 Maximum Pages Stored

### Advanced Box

Communication Protocol: SMB or WebDAV

Supported

Client PC: Windows (Windows Vista/7/8/8.1/10)

Concurrent Connections (Max.)

SMB: 64

WebDAV: 3 (Active Sessions)

### Advanced Box Available Disc Space

Approx. 16 GB

### Advanced Box Features:

Disabling Advanced Box, Storage Filtering, Authentication for Advanced Box Log-in, Search Function, Sort Function, Printing a PDF File with a Password, imageWARE Secure Audit Manager Support

### Memory Media

Standard: USB

## Security Specifications

### Authentication

Standard: Universal Login Manager, User Authentication, Department ID Authentication, Access Management System, Device and Function Level Log-in uniFLOW

Optional:

### Data

Standard: Trusted Platform Module (TPM), Hard Disk Password Lock, Hard Disk Drive Erase, Mail Box Password Protection, Hard Disk Drive Encryption (FIPS140-2 Validated)

Optional: Hard Disk Drive Removal, IEEE 2600.2 Common Criteria Certification, Data Loss Prevention (Requires uniFLOW)

### Network

Standard: IP/Mac Address Filtering, IPsec, TLS Encrypted Communication, SNMP V3.0, IEEE 802.1X, IPv6, SMTP Authentication, POP Authentication before SMTP

### Document

Standard: Secure Print, Adobe LiveCycle® Rights Management ES2.5 Integration

Optional: Encrypted PDF, Encrypted Secure Print, User and Device Signatures, Secure Watermarks, Document Scan Locking

## Environmental Specifications

### Operating Environment

Temperature: 50 to 86 °F

Humidity: 20 to 80 % RH (no condensation)

### Power Requirements

C3530i/C3525i: 120-127V AC 60 Hz, 7.5 A

### Plug (Main Unit)

C3530i/C3525i: NEMA 5-15P

### Power Consumption

Maximum: Approx. 1.5 kWh

Standby: Approx. 44.1 W

Sleep Mode: Approx. 0.8 W<sup>12</sup>

Typical Electricity Consumption (TEC) Rating:

1.2 kWh (C3530i)

1.0 kWh (C3525i)

### Standards

ENERGY STAR® Certified

Rated EPEAT® Gold<sup>3</sup>

## Consumables

### Toner

GPR-53 Toner<sup>13</sup>

### Toner Yield (Estimated @ 5% Coverage)

Black: 36,000 Images

Color (C,M,Y):<sup>13</sup> 19,000 Images

## Footnotes

- <sup>1</sup> Subscription to a third-party cloud service required. Subject to third-party cloud service providers' terms and conditions.
- <sup>2</sup> Canon products offer certain security features, yet many variables can impact the security of your devices and data. Canon does not warrant that use of its features will prevent security issues. Nothing herein should be construed as legal or regulatory advice concerning applicable laws; customers must have their own qualified counsel determine the feasibility of a solution as it relates to regulatory and statutory compliance.
- <sup>3</sup> For current EPEAT rating (Gold/Silver/Bronze), please visit [www.epeat.net](http://www.epeat.net)
- <sup>4</sup> Time from device power-on to when copy jobs can be programmed.
- <sup>5</sup> Includes main unit and either Cassette Feeding Unit-API, or Cabinet Type-R.
- <sup>6</sup> Includes main unit and either Cassette Feeding Unit-API or Cabinet Type-R and Staple/Booklet Finisher-AA1.
- <sup>7</sup> Includes main unit, ADF consumables, and Cassette Feeding Unit-API.
- <sup>8</sup> PDF print from Web sites is supported.
- <sup>9</sup> Requires the optional PCL International Font Set-A1.
- <sup>10</sup> Requires the optional Barcode Printer Kit-D1.
- <sup>11</sup> Other operating systems and environments, including AS/400, UNIX, Linux and Citrix, may be supported. Some solutions are chargeable. SAP Device Types are available via the SAP Market Place. For more information, contact your sales representative.
- <sup>12</sup> 0.8 W sleep mode not available in all circumstances due to certain settings.
- <sup>13</sup> GPR-53L Toner also available for Color (C, M, Y). Yield (estimated @ 5% coverage) is 8,500 images.

USA.CANON.COM



As an ENERGY STAR® Partner, Canon U.S.A., Inc. has certified these models as meeting the ENERGY STAR energy efficiency criteria through an EPA recognized certification body. ENERGY STAR and the ENERGY STAR mark are registered U.S. marks. Google Cloud Print™ is either a registered trademark or trademark of Google Inc. AirPrint and the AirPrint logo are trademarks of Apple Inc. Canon, imageRUNNER, imageWARE, MEAP, and the GENUINE logo are registered trademarks or trademarks of Canon Inc. in the United States and may also be registered trademarks or trademarks in other countries. iF Design Award 2017 is for third generation imageRUNNER ADVANCE Multifunction office systems. uniFLOW is a registered trademark of NT-ware Systemprogrammierung GmbH. Adobe® and PostScript® 3™ are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries. Microsoft® and PowerPoint® are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries. PCL™ is a registered trademark of Hewlett-Packard Company. All other referenced product names and marks are trademarks of their respective owners. All features presented in this brochure may not apply to all Series and/or products and may be optional; please check with your Canon Authorized Dealer for details. Products shown with optional accessories. Canon U.S.A. does not provide legal counsel or regulatory compliance consultancy, including without limitation, Sarbanes-Oxley, HIPAA, GLBA, Check 21 or the USA Patriot Act. Each customer must have its own qualified counsel determine the advisability of a particular solution as it relates to regulatory and statutory compliance. Specifications and availability subject to change without notice. Not responsible for typographical errors.

©2017 Canon U.S.A., Inc. All rights reserved.

Federal Law prohibits copying of certain documents. Violators may be subject to penalties. We suggest that you check with your own legal counsel. Canon U.S.A., Inc. and Canon Canada, Inc. intend to cooperate with Law Enforcement Agencies in connection with claims of unauthorized copying.





**MACHINE #: 1 COLOR**  
**imageRUNNER ADVANCE C3525i**



**Product Description**

The imageRUNNER ADVANCE C3530i operates at speeds of up to 25-ppm in B&W and Color. Includes a 150-sheet Single Pass Duplex Automatic Document Feeder, Color Image Reader, PCL/PS/UFR II printing and Color Universal Send (Compact PDF, Searchable PDF/XPS, Office Open XML Word and PowerPoint), 2 x 550-sheet Paper Cassettes, 100 Sheet Stack Bypass, 3GB of RAM, 250GB HDD with encryption, Drum Units, 1000Base-T/100Base-TX/10Base-T and USB 3.0/2.0 connectivity. Includes Universal Login Manager (ULM), Wireless LAN, and Remote Operator's Software Kit.

**Space And Power Requirements**

- Total Dimensions (W x D x H): 22.24" x 29.21" x 45.24"
- Total Installation Space (W x D x H): 38.50" x 44.21" x 45.24"
- Main Unit Power Requirements: 120V/7.5A
- Main Unit Plug: NEMA 5-15P

Product name	Net component size			Additional Power Supply	Plug Image
	W	D	H		
	inch	inch	inch		
imageRUNNER ADVANCE C3525i	22.24	29.21	35.47		
Cabinet Type-R	22.24	24.21	9.76		
Super G3 FAX Board-AU1	-	-	-		
Universal Login Manager	-	-	-	None	
Total	22.24	29.21	45.24		

# MACHINES #: 2, 3 & 4 COLOR

## Main Unit

Standard: Print, Copy, Scan, Send, Store  
Optional: Fax

### Processor Speed

Canon Dual Custom Processor (Shared)

### Control Panel

10.1" TFT LCD WSVGA Color Flat-panel

### Memory

4.0 GB RAM

### Hard Disk

Standard: 250 GB/Maximum: 1 TB

### Interface Connection

Network: 1000Base-T/100Base-TX/10Base-T,  
Wireless LAN (IEEE 802.11 b/g/n)

### Others

Standard: USB 2.0 x2 (Host), USB 3.0 x1 (Host),  
USB 2.0 x1 (Device)

Optional: Serial Interface, Copy Control Interface

### Paper Output Capacity (LTR, 20 lb. Bond)

Standard: 250 Sheets

Maximum: 3,450 Sheets

(with External Finisher and Copy Tray)

### Paper Sources (LTR, 20 lb. Bond)

Standard: Dual 550-sheet Paper Cassettes,  
100-sheet Stack Bypass

Optional: Dual 550-sheet Paper Cassettes  
(CASSETTE FEEDING UNIT-AM1),  
2,450-sheet High Capacity Paper  
Cassette (HIGH CAPACITY CASSETTE  
FEEDING UNIT-A1),  
2,700-sheet Paper Deck  
(PAPER DECK UNIT-F1)

### Paper Capacity (LTR, 20 lb. Bond)

Standard: 1,200 Sheets

Maximum: 6,350 Sheets

### Finishing Capabilities

Standard: Collate, Group

With Inner: Collate, Group, Offset, Staple, Hole Punch,

Finisher: Staple-free Staple, Staple On Demand

With External: Collate, Group, Offset, Staple, Booklet, Hole

Finishers: Punch, Staple-free Staple, Staple On Demand

### Supported Media Types

Paper: Thin, Plain, Recycled, Color, Heavy,

Cassettes: Pre-punched, Letterhead, Bond,

(1/2): Transparency, Tab, Envelope

Stack Bypass: Thin, Plain, Recycled, Color, Heavy,

Pre-punched, Labels, Letterhead, Bond,

Coated, Transparency, Tab, Tracing,<sup>3</sup>

Envelope

### CASSETTE FEEDING UNIT-AM1

Thin, Plain, Recycled, Color, Heavy, Pre-punched,

Letterhead, Bond, Transparency

### HIGH CAPACITY CASSETTE FEEDING UNIT-A1

Thin, Plain, Recycled, Color, Heavy, Pre-punched,

Letterhead, Bond

### PAPER DECK UNIT-F1

Thin, Plain, Recycled, Color, Heavy, Pre-punched,

Letterhead, Bond

### Supported Media Sizes

Paper: Letter, Executive, Statement-R, Envelope

Cassette 1: [No.10 (COM10), DL, ISO-C5], Custom Size

(3-7/8" x 5-7/8" to 11-3/4" x 8-1/2")

Paper: 12" x 18", 11" x 17", Legal, Letter, Letter-R,

Cassette 2: Executive, Statement-R, Envelope

[No.10 (COM10), Monarch, DL, ISO-C5],

Custom Size (3-7/8" x 7-1/8" to 12" x 18")

Stack Bypass: 12" x 18", 11" x 17", Legal, Letter, Letter-R,

Executive, Statement, Statement-R,

Envelope [No.10 (COM10), Monarch, DL,

ISO-C5], Envelope Custom Size (3-7/8" x

3-7/8" to 12-5/8" x 18"), Custom Size

(3-7/8" x 5-1/2" to 12-5/8" x 18"), Free

Size (3-7/8" x 5-1/2" to 12-5/8" x 18")

### CASSETTE FEEDING UNIT-AM1

12" x 18", 11" x 17", Legal, Letter, Letter-R, Executive,

Statement-R, Custom Size (3-7/8" x 7-1/8" to 12" x 18")

HIGH CAPACITY CASSETTE FEEDING UNIT-A1: Letter

PAPER DECK UNIT-F1: Letter

### Supported Media Weights

Cassettes: 14 lb. Bond to 140 lb. Index (52 to 256 g/m<sup>2</sup>)

Stack Bypass: 14 lb. Bond to 110 lb. Cover (52 to 300 g/m<sup>2</sup>)

Duplexing: 14 lb. Bond to 80 lb. Cover (52 to 220 g/m<sup>2</sup>)

### Warm-up Time

From Power On: 30 Seconds

From Sleep Mode: 10 Seconds

Quick Startup Mode: 4 Seconds<sup>4</sup>

### Dimensions (W x D x H)

24-3/8" x 29-1/4" x 47-2/7" (620 mm x 742 mm x 1201 mm)<sup>5</sup>

### Installation Space (W x D)

Basic: Stack Bypass + Cassette drawers open:

37-1/8" x 46-3/8" (943 mm x 1176 mm)<sup>5</sup>

### Weight

Approx. 362.7 lb (164.5 kg)<sup>6</sup>

## Print Specifications

### Print Speed (BW and Color)

iR ADV: Up to 60 ppm (Letter); Up to 36 ppm

(Letter-R); Up to 34 ppm (Legal);

Up to 32 ppm (11" x 17")

iR ADV: Up to 50 ppm (Letter); Up to 30 ppm

(Letter-R); Up to 29 ppm (Legal);

Up to 27 ppm (11" x 17")

iR ADV: Up to 40 ppm (Letter); Up to 24 ppm

(Letter-R); Up to 23 ppm (Legal);

Up to 22 ppm (11" x 17")

iR ADV: Up to 35 ppm (Letter); Up to 23 ppm

(Letter-R); Up to 21 ppm (Legal);

Up to 18 ppm (11" x 17")

### Print Resolution

1200 dpi x 1200 dpi, 600 dpi x 600 dpi

### Standard Page Description Languages

UFR II, PCL6, Adobe PS 3

### Direct Print

Available from USB, Advanced Box, Remote UI, and

Web Access<sup>7</sup>

### Supported File Types

PDF, TIFF, JPEG, EPS,<sup>8</sup> XPS

### Printing from Mobile and Cloud-based Services

A range of software and MEAP-based solutions are available to provide printing from compatible mobile devices or Internet-connected devices and cloud-based services depending on your requirements. Please contact your sales representative for further information.<sup>9</sup>

### Fonts

PCL fonts: 93 Roman, 10 Bitmap fonts, 2 OCR fonts, Andale Mono WT J/K/S/T (Japanese, Korean, Simplified and Traditional Chinese),<sup>10</sup> Barcode Fonts<sup>11</sup>

PS fonts: 136 Roman

### Operating System<sup>12</sup>

UFR II: Server 2003/Server 2003 R2/Windows Vista/Server 2008/Windows 7/Server 2008 R2/Windows 8/Server 2012/Windows 8.1/Server 2012 R2/Windows 10, MAC OS X (10.6.8 or later)

PCL: Server 2003/Server 2003 R2/Windows Vista/Server 2008/Windows 7/Server 2008 R2/Windows 8/Server 2012/Windows 8.1/Server 2012 R2/Windows 10

PS: Server 2003/Server 2003 R2/Windows Vista/Server 2008/Windows 7/Server 2008 R2/Windows 8/Server 2012/Windows 8.1/Server 2012 R2/Windows 10, MAC OS X (10.6.8 or later)

## Copy Specifications

### Copy Speed (BW and Color)

iR ADV: Up to 60 ppm (Letter); Up to 36 ppm

(Letter-R); Up to 34 ppm (Legal);

Up to 32 ppm (11" x 17")

iR ADV: Up to 50 ppm (Letter); Up to 30 ppm

(Letter-R); Up to 29 ppm (Legal);

Up to 27 ppm (11" x 17")

iR ADV: Up to 40 ppm (Letter); Up to 24 ppm

(Letter-R); Up to 23 ppm (Legal);

Up to 22 ppm (11" x 17")

iR ADV: Up to 35 ppm (Letter); Up to 23 ppm

(Letter-R); Up to 21 ppm (Legal);

Up to 18 ppm (11" x 17")

### First-Copy-Out Time

iR ADV: As fast as 2.9 seconds (BW)/

C5560i: 4.5 seconds (Color)

iR ADV: As fast as 3.5 seconds (BW)/

C5550i: 5.2 seconds (Color)

iR ADV: As fast as 4.1 seconds (BW)/

C5540i: 6.1 seconds (Color)

iR ADV: As fast as 4.9 seconds (BW)/

C5535i: 7.4 seconds (Color)

### Copy Resolution

Reading: 600 dpi x 600 dpi

Printing: 1200 dpi x 1200 dpi

### Multiple Copies

Up to 9,999 copies

### Magnification

25%-400% (1% Increments)

### Preset Reductions

25%, 50%, 64%, 73%, 78%

### Preset Enlargements

121%, 129%, 200%, 400%

### Basic Copy Features

Preset Reduction/Enlargement Ratios by Area, Paper Setting, Previous Settings, Favorite Settings, Finishing, Two-Sided, Density Adjustment, Original Type Selection, Interrupt Mode, Setting Confirmation/Cancel

### Special Copy Features

Book to Two Pages, Two-sided Original, Finishing, Booklet, Job Build, N on 1, Add Cover, Insert Sheets, Different Size Originals, Density Adjustment, Original Type Selection, Transparency Cover Sheets, Page Numbering, Copy Set Numbering, Sharpness, Erase Frame, Secure Watermark, Print Date, Shift, Gutter, Print & Check, Negative/Positive, Repeat Images, Merge Job Blocks, Job Done Notice, Mirror Image, Print on Tab, Store in Mail Box, Superimpose Image, Copy ID Card, Detect Feeder Multi Sheet Feed, Free Size Original, Color Balance, Adjust One-Touch Color, Area Designation

## Scan Specifications

### Type

Color Platen and Single-Pass Duplexing Automatic Document Feeder

### Document Feeder Paper Capacity

150 Sheets (20 lb. Bond)

### Document Feeder Supported Media Sizes

11" x 17", Legal, Letter, Letter-R, Statement, Statement-R

### Document Feeder Supported Media Weights

BW Original: 13 lb. Bond to 58 lb. Cover (50 to 157 g/m<sup>2</sup>)

Color

Original: 17 lb. Bond to 58 lb. Cover (64 to 157 g/m<sup>2</sup>)

### Platen Acceptable Originals

Sheet, Book, 3-Dimensional Objects [Up to 4.4 lb. (2 kg)]

### Pull Scan

Color Network ScanGear2 for both Twain and WIA

Supported: Windows Vista/7/8/10/Windows

OS: Server 2003/Server 2003 R2/Server

2008/Server 2008 R2/Server 2012/

Server 2012 R2

### Scan Resolution

600 x 600 dpi, 400 x 400 dpi, 300 x 300 dpi, 200 x 400 dpi,

200 x 200 dpi, 200 x 100 dpi, 150 x 150 dpi, 100 x 100 dpi

### Scan to Mobile Devices and Cloud-based Services

A range of solutions is available to provide scanning to compatible mobile devices and certain cloud-based services depending on your requirements.

### Scan Speed (Letter)

Single-sided Scanning (BW):

80 ipm (300 dpi)/80 ipm (600 dpi)

Single-sided Scanning (Color):

80 ipm (300 dpi)/60 ipm (600 dpi)

Double-sided Scanning (BW):

160 ipm (300 dpi)/150 ipm (600 dpi)

Double-sided Scanning (Color):

160 ipm (300 dpi)/80 ipm (600 dpi)

## Send Specifications

### Destination

E-mail/Internet Fax (SMTP), SMB, FTP, WebDAV, Mail Box, Super G3 Fax (Optional), IP Fax (Optional)

## Address Book

LDAP (2,000)/Local (1,600)/Speed dial (200)

## Send Resolution

600 x 600 dpi, 400 x 400 dpi, 300 x 300 dpi, 200 x 400 dpi, 200 x 200 dpi, 200 x 100 dpi, 150 x 150 dpi, 100 x 100 dpi

## Communication Protocol

File: FTP, SMB, WebDAV  
E-mail/I-Fax: SMTP, POP3, I-Fax (Simple, Full)

## File Format

Standard: TIFF, JPEG, PDF (Compact, Searchable, Apply policy, Optimize for Web, PDF A/1-b), XPS (Compact, Searchable), Office Open XML (PowerPoint, Word)  
Optional: PDF (Trace & Smooth, Encrypted), PDF/XPS (Digital Signature)

## Universal Send Features

Original Type Selection, Two-sided Original, Book to Two Pages, Different-size Originals, Density Adjustment, Sharpness, Copy Ratio, Erase Frame, Job Build, Direct Send, Delayed Send, Preview, Finished Stamp, Job Done Notice, File Name, Subject/Message, Reply-to, E-mail Priority, TX Report, Original Content Orientation, Skip Blank Originals, Detect Feeder Multi Sheet Feed

## Fax Specifications (Optional)

### Modem Speed

Super G3: 33.6 kbps  
G3: 14.4 kbps

### Compression Method

MH, MR, MMR, JBIG

### Resolution

400 x 400 dpi, 200 x 400 dpi, 200 x 200 dpi, 200 x 100 dpi

### Sending/Recording Size

Statement-R to 11" x 17"

### Fax Memory

Up to 30,000 pages

### Speed Dials

Max. 200

### Group Dials/Destinations

Max. 199 dials

### Sequential Broadcast

Max. 256 addresses

### Memory Backup

Yes

### Fax Features

Original Type Selection, Two-sided Original, Book to Two Pages, Different-size Originals, Density for Scanning, Sharpness, Copy Ratio, Erase Frame, Job Build, Specifying the Sender's Name (when sending fax), Sender's Name (TTI), Select Line, Selecting the Telephone Line (when sending fax), Direct Send, Delayed Send, Preview, Finished Stamp, Job Done Notice, TX Report, Detect Feeder Multi Sheet Feed

## Store Specifications

### Mail Box (Number Supported):

100 User In-boxes, 1 Memory RX In-box, 50 Confidential Fax In-boxes, 30,000 Maximum Pages Stored

### Advanced Box:

Communication Protocol: SMB or WebDAV  
Supported  
Client PC: Windows (Windows Vista/7/8/8.1/10)  
Concurrent Connections (Max.):  
SMB: 64  
WebDAV: 3 (Active Sessions)

### Advanced Box Available Disc Space:

Approx. 16 GB (Standard HDD)  
Approx. 480 GB (Optional 1 TB HDD)

### Advanced Box Features:

Disabling Advanced Box, Storage Filtering, Authentication for Advanced Box Log-in, Search Function, Sort Function, Printing a PDF File with a Password, imageWARE Secure Audit Manager Support

### Memory Media

Standard: USB

## Security Specifications

### Authentication

Standard: Universal Login Manager, User Authentication, Department ID Authentication, Access Management System, Device and Function Level Log-in  
Optional: uniFLOW

### Data

Standard: Trusted Platform Module (TPM), Hard Disk Password Lock, Hard Disk Drive Erase, Mail Box Password Protection, Hard Disk Drive Encryption (FIPS140-2 Validated)  
Optional: Hard Disk Drive Mirroring, Hard Disk Drive removal, IEEE 2600.2 Common Criteria Certification, Data Loss Prevention (Requires uniFLOW)

### Network

Standard: IP/Mac Address Filtering, IPsec, TLS Encrypted Communication, SNMP V3.0, IEEE 802.1X, IPv6, SMTP Authentication, POP Authentication before SMTP

### Document

Standard: Secure Print, Adobe LiveCycle® Rights Management ES2.5 Integration  
Optional: Encrypted PDF, Encrypted Secure Print, User and Device signatures, Secure Watermarks, Document Scan locking

## Environmental Specifications

### Operating Environment

Temperature: 50 to 86°F  
Humidity: 20 to 80% RH (no condensation)

## Power Requirements

C5560i/C5550i: 120-127V AC 60 Hz, 11.5 A  
C5540i/C5535i: 120-127V AC, 60 Hz, 10 A

### Plug (Main Unit)

C5560i/C5550i: NEMA 5-20P  
C5540i/C5535i: NEMA 5-15P

### Power Consumption

Maximum: Approx. 1.8 kWh  
Standby: Approx. 66.2 W  
Sleep Mode: Approx. 0.8 W<sup>13</sup>  
Typical Electricity Consumption (TEC) Rating:  
3.2 kWh (iR ADV C5560i)  
2.0 kWh (iR ADV C5540i)  
2.5 kWh (iR ADV C5550i)  
1.6 kWh (iR ADV C5535i)

### Standards

ENERGY STAR® Certified  
Rated EPEAT® Gold<sup>2</sup>  
RoHS Compliant

## Consumables

### Toner

GPR-55 Toner<sup>14</sup>

### Toner Yield (Estimated @ 5% Coverage)

Black: 69,000 Images  
Color (C,M,Y):<sup>14</sup> 60,000 Images

## Footnotes

- <sup>1</sup> Subscription to a third-party cloud service required. Subject to third-party cloud service providers' terms and conditions.
- <sup>2</sup> For current EPEAT rating (Gold/Silver/Bronze), please visit [www.epeat.net](http://www.epeat.net).
- <sup>3</sup> Some types of tracing paper cannot be used.
- <sup>4</sup> Time from device power-on to when copy jobs can be programmed.
- <sup>5</sup> Includes main unit and either Cassette Feeding Unit-AM1, High Capacity Cassette Feeding Unit-A1, or Cabinet Type-N.
- <sup>6</sup> Includes main unit, consumables, and Cassette Feeding Unit-AM1.
- <sup>7</sup> PDF print from Web sites is supported.
- <sup>8</sup> EPS can be printed directly only from the Remote User Interface.
- <sup>9</sup> For more information, including compatibility, please visit <https://www.usa.canon.com/mobile-app>.
- <sup>10</sup> Requires the optional PCL International Font Set-A1.
- <sup>11</sup> Requires the optional Barcode Printer Kit-D1.
- <sup>12</sup> Other operating systems and environments including AS/400, UNIX, Linux and Citrix may be supported. Some of these solutions are chargeable. SAP Device Types are available via the SAP Market Place. For more information, contact your sales representative.
- <sup>13</sup> 0.8 W Sleep mode not available in all circumstances due to certain settings.
- <sup>14</sup> GPR-55L Toner also available for Color (C, M, Y). Yield (estimated @ 5% coverage) is 26,000 images.

For detailed specifications and a comprehensive list of optional accessories, see the imageRUNNER ADVANCE C5500 Series Specifications document.

USA.CANON.COM



As an ENERGY STAR® Partner, Canon U.S.A., Inc. has certified these models as meeting the ENERGY STAR energy efficiency criteria through an EPA recognized certification body. ENERGY STAR and the ENERGY STAR mark are registered U.S. marks. AirPrint and the AirPrint logo are trademarks of Apple Inc. Canon, imageRUNNER, imageWARE, imagePASS, and the GENUINE logo are registered trademarks or trademarks of Canon Inc. in the United States and may also be registered trademarks or trademarks in other countries. uniFLOW is a registered trademark of NT-ware Systemprogrammierung GmbH. Adobe® and PostScript® 3™ are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries. Microsoft® and PowerPoint® are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries. PCL® is a registered trademark of Hewlett-Packard Company. All other referenced product names and marks are trademarks of their respective owners. All printer output images are simulated. All features presented in this brochure may not apply to all Series and/or products and may be optional; please check with your Canon Authorized Dealer for details. Products shown with optional accessories. Canon U.S.A. does not provide legal counsel or regulatory compliance consultancy, including without limitation, Sarbanes-Oxley, HIPAA, GLBA, Check 21 or the USA Patriot Act. Each customer must have its own qualified counsel determine the advisability of a particular solution as it relates to regulatory and statutory compliance. Specifications and availability subject to change without notice. Not responsible for typographical errors.  
©2016 Canon U.S.A., Inc. All rights reserved.

Federal Law prohibits copying of certain documents. Violators may be subject to penalties. We suggest that you check with your own legal counsel. Canon U.S.A., Inc. and Canon Canada, Inc. intend to cooperate with Law Enforcement Agencies in connection with claims of unauthorized copying.



0202W990  
0916R-IRA5500SR5B-PDF-IH



MACHINES #: 2, 3 & 4  
COLOR





## MACHINE #: 2 COLOR

imageRUNNER ADVANCE C5535i



### Product Description

The imageRUNNER ADVANCE C5535i operates at speeds of up to 35-ppm in B&W and Color. Includes a 150-sheet Single Pass Duplex Automatic Document Feeder, Color Image Reader, PCL/PS/UFR II printing and Color Universal Send (Compact PDF, Searchable PDF/XPS, Office Open XML Word and PowerPoint), 2 x 550-sheet Paper Cassettes, 100 Sheet Stack Bypass, 4GB of RAM, 250GB HDD with encryption, Drum Units, 1000Base-T/100Base-TX/10Base-T and USB 3.0/2.0 connectivity. Includes Universal Login Manager (ULM), Wireless LAN, and Remote Operator's Software Kit.

### Space And Power Requirements

- Total Dimensions (W x D x H): 24.41" x 29.21" x 47.28"
- Total Installation Space (W x D x H): 38.58" x 46.30" x 47.28"
- Main Unit Power Requirements: 120V/10A
- Main Unit Plug: NEMA 5-15P

Product name	Net component size			Additional Power Supply	Plug Image
	W	D	H		
	inch	inch	inch		
imageRUNNER ADVANCE C5535i	24.41	29.21	37.40		
High Capacity Cassette Feeding Unit-A1	24.41	27.56	9.88	None	
Inner Finisher-H1	24.61	29.17	8.82	None	
Super G3 FAX Board-AS2	-	-	-	None	
Universal Login Manager	-	-	-	None	
Total	24.41	29.21	47.28		



**MACHINE #: 3 COLOR**

**imageRUNNER ADVANCE C5540i**



**Product Description**

The imageRUNNER ADVANCE C5540i operates at speeds of up to 40-ppm in B&W and Color. Includes a 150-sheet Single Pass Duplex Automatic Document Feeder, Color Image Reader, PCL/PS/UFR II printing and Color Universal Send (Compact PDF, Searchable PDF/XPS, Office Open XML Word and PowerPoint), 2 x 550-sheet Paper Cassettes, 100 Sheet Stack Bypass, 4GB of RAM, 250GB HDD with encryption, Drum Units, 1000Base-T/100Base-TX/10Base-T and USB 3.0/2.0 connectivity. Includes Universal Login Manager (ULM), Wireless LAN, and Remote Operator's Software Kit.

**Space And Power Requirements**

- Total Dimensions (W x D x H): 24.41" x 29.21" x 47.28"
- Total Installation Space (W x D x H): 38.58" x 46.30" x 47.28"
- Main Unit Power Requirements: 120V/10A
- Main Unit Plug: NEMA 5-15P

Product name	Net component size			Additional Power Supply	Plug Image
	W	D	H		
	inch	inch	inch		
imageRUNNER ADVANCE C5540i	24.41	29.21	37.40		
High Capacity Cassette Feeding Unit-A1	24.41	27.56	9.88	None	
Inner Finisher-H1	24.61	29.17	8.82	None	
Super G3 FAX Board-AS2	-	-	-	None	
Universal Login Manager	-	-	-	None	
<b>Total</b>	<b>24.41</b>	<b>29.21</b>	<b>47.28</b>		



## MACHINE #: 4 COLOR

imageRUNNER ADVANCE C5560i



### Product Description

The imageRUNNER ADVANCE C5560i operates at speeds of up to 60-ppm in B&W and Color. Includes a 150-sheet Single Pass Duplex Automatic Document Feeder, Color Image Reader, PCL/PS/UFR II printing and Color Universal Send (Compact PDF, Searchable PDF/XPS, Office Open XML Word and PowerPoint), 2 x 550-sheet Paper Cassettes, 100 Sheet Stack Bypass, 4GB of RAM, 250GB HDD with encryption, Drum Units, 1000Base-T/100Base-TX/10Base-T and USB 3.0/2.0 connectivity. Includes Universal Login Manager (ULM), Wireless LAN, and Remote Operator's Software Kit.

### Space And Power Requirements

- Total Dimensions (W x D x H): 24.41" x 29.21" x 47.28"
- Total Installation Space (W x D x H): 38.58" x 46.30" x 47.28"
- Main Unit Power Requirements: 120V/11.5A
- Main Unit Plug: NEMA 5-20P

Product name	Net component size			Additional Power Supply	Plug Image
	W	D	H		
	inch	inch	inch		
imageRUNNER ADVANCE C5560i	24.41	29.21	37.40		
High Capacity Cassette Feeding Unit-A1	24.41	27.56	9.88	None	
Inner Finisher-H1	24.61	29.17	8.82	None	
Super G3 FAX Board-AS2	-	-	-	None	
Universal Login Manager	-	-	-	None	
Total	24.41	29.21	47.28		

## Product Specifications

### Main Unit

#### Operation Panel

5.7" QVGA Black-and-White LCD Touch-Screen

#### Memory

Standard: 512MB RAM

Maximum: 512MB RAM

#### Network Interface Connection

Ethernet 10/100Base-TX

#### Other Interface

Standard: USB 2.0 (Host)x1, USB 2.0 (Device)x1

Optional: USB 2.0 (Host)\*3 (USB Application 3-Port Interface Kit-A1), Serial Interface, Copy Control Interface

#### Copy/Print Speed (BW)

Letter: 2530: Up to 30 ppm  
2525: Up to 25 ppm

Legal: Up to 13 ppm

11" x 17": Up to 15 ppm

#### First-Copy-Out Time (Letter)

As fast as 5.4 Seconds

#### Paper Sources (20 lb. Bond)

Standard: Dual 550-sheet Paper Cassettes  
100-sheet Stack Bypass

Optional: Dual 550-sheet Paper Cassettes

Maximum: 2,300 Sheets

#### Output Paper Capacity (20 lb. Bond)

Standard: 250 Sheets (Inner Tray)

Maximum: 1,100 Sheets (w/Inner Finisher-B1 and Inner Finisher Additional Tray-B1)

#### Output Paper Sizes

Cassette 1/3/4: 11" x 17", Legal, Letter, Letter-R, Statement-R, Executive

Cassette 2: 11" x 17", Legal, Letter, Letter-R, Statement-R, Executive, Envelopes (COM10 No.10/ Monarch/DL/ISO-B5/ISO-C5)\*

Bypass: 11" x 17", Legal, Letter, Letter-R, Statement-R, Executive, Envelopes (COM10 No.10/ Monarch/DL/ISO-B5/ISO-C5), Custom Size (3-15/16" to 11-11/16" x 5-7/8" to 17" (99mm to 297mm x 148mm to 432mm))

#### Acceptable Paper Weight

Cassette: 17 lb. Bond to 24 lb. Bond (64 to 90g/m<sup>2</sup>)

Bypass: 17 lb. Bond to 24 lb. Bond (64 to 128g/m<sup>2</sup>)

#### Duplexing

Paper Size: Standard, Automatic Trayless Duplexing (Executive to 11" x 17")

Paper Weight: 17 lb. Bond to 24 lb. Bond (64 to 90g/m<sup>2</sup>)

#### Warm-up Time

From Power On: 30 Seconds or Less  
From Sleep Mode: 1 Second or Less

#### Power Requirements/Plug

120V AC, 60Hz, 6.9A/NEHA 5-15P

#### Dimensions (H x W x D)

35-1/4" x 22-1/4" x 27-1/4"  
(896mm x 565mm x 693mm) (with DADF)

31-3/4" x 22-1/4" x 26-3/4"  
(806mm x 565mm x 680mm) (with Platen Cover)

#### Installation Space (W x D)

42-1/2" x 56-3/4" (1079mm x 1441mm)  
(with no optional equipment attached)

54" x 56-3/4" (1371mm x 1441mm)  
(with optional Inner Finisher-B1 attached)

#### Weight

Approximately 156 lb. (70.7kg) (Main Unit)\*\*  
Approximately 172 lb. (78kg) (with DADF)\*\*

#### Toner (Estimated Toner Yield)

14,600 Images @ 6% Coverage

### Document Feeder (Optional)

#### Scan Method

Duplexing Automatic Document Feeder

#### Acceptable Originals

Paper Size: 11" x 17", Legal, Letter, Letter-R, or Statement

#### Scan Speed (BW/Color; Letter)

2530: Copy: 25 ipm (600 dpi)  
Scan: 35/25 ipm (300 dpi)

2525: Copy: 25 ipm (600 dpi)  
Scan: 35/25 ipm (300 dpi)

#### Paper Capacity (20 lb. Bond)

50 Sheets

### Print Specifications

#### Engine Resolution

1200 x 1200 dpi (Maximum)

#### PDL Support

Standard: UFR II LT

Optional: PCL 5e/6, PostScript 3 Emulation

#### Print Driver Supported OS

UFR II LT: Windows (Windows 2000/ XP/Vista /Windows 7/Server 2003/Server 2008), Citrix Presentation Server 4.0/4.5, Citrix XenApp 5.0, XenDesktop 2.0/2.1/3.0, Macintosh (OS X 10.6.1), SAP (PS3 Only)

PCL 5e/6: Windows (Windows 2000/ XP/Vista /Windows 7/Server 2003/Server 2008), Citrix Presentation Server 4.0/4.5, Citrix XenApp 5.0, XenDesktop 2.0/2.1/3.0, SAP

### Color Send Specifications (Optional)

#### Sending Method

E-Mail, I-Fax, File Server (FTP, SMB), Super G3 Fax (Optional)

#### Scan Resolution (dpi)

600 x 600, 400 x 400, 300 x 300, 200 x 400, 200 x 200, 200 x 100, 150 x 150, 100 x 100

#### Communication Protocol

File: FTP (TCP/IP), SMB (TCP/IP)

E-Mail/I-Fax: SMTP, POP3, I FAX (Simple)

#### File Format

TIFF, JPEG, PDF, PDF (Compact), PDF (OCR)\*\*

#### I-Fax Data Format

TIFF (MH)

### Fax Specifications (Optional)

#### Number of Connection Lines

1 (Maximum)

#### Modem Speed

Super G3: 33.6 Kbps

G3: 14.4 Kbps

#### Compression Method

MH, MR, MMR, JBIG

#### Sending/Recording Size

Statement R to 11" x 17"

#### Fax Features

Job Forwarding, Different Size Originals, Sharpness, Delayed Send, Finished Stamp, Two-sided Original

### Security Specifications

Department ID Management, User ID Management, IPv6, Restricting Features (Restricting the Send Function, Restricting New Address on Address Book, Address Book Password, Allow Fax Driver TX, Restrict Recall, Confirm Entered Fax Numbers, Restrict Sequential Broadcast), SNMPv1, MAC/IP Address Filtering, SMTP Authentication, POP Authentication Before SMTP

### Other Optional Accessories

- USB Keyboard
- Document Tray A1
- Card Reader-E1\*\*
- Card Reader Attachment-D3
- Copy Control Interface Cable-A1\*

Note: Please see Page 7 for more optional accessories

\* The optional Envelope Feeder Attachment-D1 is required.

\*\* Includes consumables

\*\* The optional Searchable PDF Kit-C1 is required.

† Requires the Card Reader Attachment-D3 for installation

• Card Reader-E1 and Copy Control Interface Cable-A1 cannot be installed at the same time



1-800-OK-CANON  
www.usa.canon.com

Canon U.S.A., Inc.  
One Canon Park  
Melville, NY 11747

As an ENERGY STAR® Partner, Canon U.S.A., Inc. has qualified these models as meeting the ENERGY STAR energy efficiency criteria through an EPA recognized certification body. ENERGY STAR and the ENERGY STAR mark are registered U.S. marks. CANON, IMAGERUNNER, and the GENUINE logo are registered trademarks of Canon Inc. in the United States and may also be registered trademarks or trademarks in other countries. IMAGEWARE is a trademark of Canon U.S.A., Inc. in the United States and is a trademark of Canon Inc. in certain other countries. IMAGEANYWARE is a trademark of Canon. All other referenced product names and marks are trademarks of their respective owners and are hereby acknowledged. Specifications and availability subject to change without notice.

©2013 Canon U.S.A., Inc. All rights reserved.

0142W937  
0913R-2530/2525-3.5M-L





# Environmental Profile Sheet

The imageRUNNER ADVANCE C3330i/C3325i models incorporate Canon technologies, each with a strong environmental focus at every stage of the product life cycle—Produce, Use, and Recycle. These technologies, which focus on Energy Conservation, Resource Conservation, and Pollution Prevention, form the foundation of Canon's Environmental Management System.

	Energy Conservation	Resource Conservation	Pollution Prevention
In order to help reduce dependence on petroleum-based materials, Canon uses <b>100% recycled plastics*</b> and <b>bio-based plastics</b> on certain exterior parts.		🌿	
Power consumption in Sleep Mode is <b>as low as 0.80 W!</b>	🌿		
Power consumption during a one-week period has been <b>reduced</b> when compared to predecessor models, the imageRUNNER ADVANCE C2230 and C2225!	🌿		
<b>Power consumption is reduced by utilizing White LED array technology</b> in its Color Image Reader versus using a traditional Xenon tube!	🌿		
RAPID Fusing technologies help <b>reduce power consumption</b> and <b>limit the warm-up period.</b>	🌿		
pQ Toner with a lower melting point helps <b>reduce fusing temperature requirements.</b>	🌿		
All suppliers are required to meet Canon's stringent Green Procurement policy and environmental terms. This helps Canon exceed the toughest global standards, such as those set by the European Union's RoHS Directive, which <b>controls/restricts the use of certain hazardous substances.</b>			🌿
Each system is equipped with paper-, toner-, and energy-saving features that help to <b>cut costs</b> and <b>conserve resources.</b>	🌿	🌿	
Long-life parts and high-yield supplies help <b>maximize uptime</b> and help <b>reduce the amount of materials consumed</b> during the product life cycle.		🌿	🌿

**Canon. The Natural Partner for Business.**



\* Excluding a small amount of additives to improve physical properties.



## Environment-Related Specifications

### System Type

Color Digital Multifunction Imaging System

### Functions

Standard:	Copy, Print (UFR II, PCL 5c/6, Adobe® PostScript® 3™), Scan, Send, Store
Optional:	Fax (Up to 2 lines)

### Operation Panel

7" WVGA Full-Color TFT Screen

### Warm-up Time

From Power On:	34 Seconds
From Sleep Mode:	10 Seconds

### Power Requirements

120 V AC, 60 Hz, 7.5 A

### Power Consumption

Maximum:	1,500 W or Less
Sleep Mode:	0.80 W or Less
Copying/Printing:	C3330i: 532 W or Less C3325i: 519 W or Less
Copy Ready (Standby):	48 W or Less
Plug-in:	0.10 W or Less
One Week TEC:	C3330i: 1.2 kWh C3325i: 1.0 kWh
One Year TEC:	C3330i: 61.7 kWh C3325i: 50.0 kWh

### British Thermal Units (BTU)

Maximum (BTU/Hr.):	5,119
Copying/Printing (BTU/Hr.):	C3330i: 1,815 C3325i: 1,771
Copy-Ready (Standby) (BTU/Hr.):	163

### Plug

NEMA 5-15

### Dimensions (H x W x D)

34-5/8" x 22-1/4" x 27-5/16" (878 mm x 565 mm x 693 mm)

### Installation Space (W x D)

35-1/4" x 44" (894 mm x 1,117 mm)  
(when multipurpose tray is extended)

### Weight

Approx. 163.4 lb. (74.1 kg)\*

### Noise Levels

Standby:	43 dB or Less
Copying/Printing:	C3330i: 70 dB or Less C3325i: 68.5 dB or Less

### Recycled Content

Recycled Primary Package (%)**	Approx. 59%
Post-consumer Waste:***	C3330i: 0.03% C3325i: 0.02%
Secondary Waste Materials:†	0.0%
Recycled PETE Product:††	0.0%

### Recycled Paper Support

100% Post-consumer Content: Testing

### Environmental Standards Compliance

ENERGY STAR® Qualified

EPEAT® Silver

EU RoHS Compliant†††

Blue Angel†††

WEEE Directive†††

### Environment-conscious Features

Two-sided, Copy Sample, Confirmation/Cancel, Image Combination, ID Card Copy, Secured Print, Job Forwarding, Department ID Management, Access Management System, Standard Duplex Driver, Auto/Weekly Sleep Timer, Staple-Free Stapling

\* Including consumables.  
\*\* Percentage based on weight of recycled content.  
\*\*\* The percentage of plastics the device contains that is derived from recycled plastic materials (by weight).  
† The percentage of reused waste material.  
†† The percentage of recycled PETE material.  
††† This regulation is for EU model product.



USA.CANON.COM/ENERGYSTAR



As an ENERGY STAR® Partner, Canon U.S.A., Inc. has certified this model as meeting the ENERGY STAR energy efficiency criteria through an EPA recognized certification body. ENERGY STAR and the ENERGY STAR mark are registered U.S. marks. Canon, imageRUNNER, and the GENUINE logo are registered trademarks or trademarks of Canon Inc. in the United States and may also be registered trademarks or trademarks in other countries. All other referenced product names and marks are trademarks of their respective owners. Specifications and availability subject to change without notice. Not responsible for typographical errors.  
©2016 Canon U.S.A., Inc. All rights reserved.





# Environmental Profile Sheet

Canon's imageRUNNER ADVANCE C3530i/C3525i models incorporate those technologies with a strong environmental focus at every stage of the product life cycle—Produce, Use, and Recycle. The technologies listed below focus on Energy Conservation, Resource Conservation, and Pollution Prevention and form the foundation of Canon's Environmental Management System.

	Energy Conservation	Resource Conservation	Pollution Prevention
In order to help reduce dependence on petroleum-based materials, Canon uses <b>100% recycled plastics*</b> and <b>bio-based plastics</b> on certain exterior parts.			
A variety of sleep recovery triggers, including motion sensing, help <b>encourage the use of Sleep Mode</b> , helping to minimize power consumption.			
Power consumption in Sleep Mode is <b>as low as 0.80 W!</b>			
<b>Low Typical Electricity Consumption (TEC) values</b> , which measure power consumption during a one-week period.			
<b>Power consumption is reduced by utilizing White LED array technology</b> in its Color Image Reader versus using a traditional Xenon tube!			
RAPID Fusing technologies help <b>reduce power consumption</b> and <b>limit the warm-up period</b> .			
pQ Toner, with its low melting point, helps <b>reduce fusing temperature requirements</b> .			
All suppliers are required to meet Canon's stringent Green Procurement policy and environmental terms. This helps Canon exceed the tough European Union's RoHS Directive, which <b>controls/restricts the use of certain hazardous substances</b> .			
Each system is equipped with paper-, toner-, and energy-saving features that help to <b>cut costs</b> and <b>conserve resources</b> .			
Long-life parts and high-yield supplies help <b>maximize uptime</b> and help <b>reduce the amount of materials consumed</b> during the product life cycle.			

**Canon. The Natural Partner for Business.**



\* Excluding a small amount of additives to improve physical properties.



## Environment-Related Specifications

### System Type

Color Laser Multifunctional

### Functions

Standard: Print (UFR II, PCL® 6, Adobe® PostScript® 3™),  
Copy, Scan, Send, Store

Optional: Fax (Up to two lines)

### Operation Panel

10.1" TFT LCD WSVGA Color Flat-panel

### Warm-up Time

From Power On: 34 Seconds

From Sleep Mode: 10 Seconds

### Power Requirements

120-127 V AC, 60 Hz, 7.5 A

### Power Consumption

Maximum: 1,500 W

Sleep Mode: 0.80 W or Less

Copying/Printing:  
C3530i: 550 W or Less  
C3525i: 548.3 W or Less

Copy Ready (Standby): 44 W

Plug-in: 0.10 W

One Week TEC:  
C3530i: 1.2 kWh  
C3525i: 1.0 kWh

One Year TEC:  
C3530i: 62.4 kWh  
C3525i: 52.0 kWh

### British Thermal Units (BTU)

Maximum (BTU/Hr.): 5,119

Copying/Printing (BTU/Hr.):  
C3530i: 1,877  
C3525i: 1,871

Copy-Ready (Standby) (BTU/Hr.): 150

Plug: NEMA 5-15P

### Dimensions (W x D x H)

22-1/4" x 29-1/4" x 45-1/5" (565 mm x 742 mm x 1148 mm)\*

### Installation Space (W x D)

Basic [With ADF (Stack Bypass and Cassette Drawers Open)]:  
38-1/2" x 44-1/4" (978 mm x 1123 mm)

Fully Configured: 63-3/4" x 44-1/4" (1620 mm x 1123 mm)\*\*

### Weight

Approx. 213.9 lb. (97 kg)\*\*\*

### Noise Levels

Standby: C3530i: 43.0 dB or Less  
C3525i: 43.0 dB or Less

Copying/Printing: C3530i: 70.0 dB or Less  
C3525i: 68.5 dB or Less

### Recycled Content

Recycled Primary Package (%):<sup>▲</sup> Approx. 46%

Post-consumer Waste:<sup>†</sup> 0.01%

Secondary Waste Materials:<sup>\*\*</sup> 0.0%

Recycled PETE Product:<sup>\*\*\*</sup> 0.0%

### Recycled Paper Support

100% Post-consumer Content: Yes

### Environmental Standards Compliance

ENERGY STAR® Certified

EPEAT® Gold

### Environment-conscious Features

Two-sided, Copy Sample, Confirmation/Cancel, Image Combination, ID Card Copy, Secured Print, Job Forwarding, Department ID Management, Access Management System, Authentication (Universal Login Manager), Standard Duplex Driver, Auto/Weekly Sleep Timer, Auto/Weekly Shutdown Timer, Staple-Free Stapling (Optional)

\* Includes Main Unit and either Cassette Feeding Unit-AP1 or Cabinet Type-R

\*\* Includes Main Unit and either Cassette Feeding Unit-AP1 or Cabinet Type-R and Staple/Booklet Finisher-AA1.

\*\*\* Includes Main Unit, Consumables, and Cassette Feeding Unit-AP1.

▲ Percentage based on weight of recycled content.

† The percentage of plastics the device contains that's derived from recycled plastic materials (by weight).

\*\* The percentage of reused waste material.

\*\*\* The percentage of recycled PETE material.



USA.CANON.COM/ENERGYSTAR

As an ENERGY STAR® Partner, Canon U.S.A., Inc. has qualified these models as meeting the ENERGY STAR energy efficiency criteria through an EPA recognized certification body. ENERGY STAR and the ENERGY STAR mark are registered U.S. marks of the EPA. PostScript® 3™ is either a registered trademark or trademark of Adobe Systems Incorporated in the United States and/or other countries. PCL 6 is a trademark of Hewlett Packard Company. Canon, imageRUNNER, and the GENUINE logo are registered trademarks of Canon Inc. in the United States and may also be registered trademarks or trademarks in other countries. All other referenced product names and marks are trademarks of their respective owners. Specifications and availability subject to change without notice. Not responsible for typographical errors.  
©2017 Canon U.S.A., Inc. All rights reserved.





# Environmental Profile Sheet

Canon's imageRUNNER ADVANCE 4551i/4545i/4535i/4525i models incorporate those technologies with a strong environmental focus at every stage of the product life cycle—Produce, Use, and Recycle. The technologies listed below focus on Energy Conservation, Resource Conservation, and Pollution Prevention and form the foundation of Canon's Environmental Management System.

	Energy Conservation	Resource Conservation	Pollution Prevention
In order to help reduce dependence on petroleum-based materials, Canon uses <b>100% recycled plastics*</b> and <b>bio-based plastics</b> on certain exterior parts.		🌿	
A variety of sleep recovery triggers, including motion sensing, help <b>encourage the use of Sleep Mode</b> , helping to minimize power consumption.	🌿		
Power consumption in Sleep Mode is <b>as low as 0.90 W!</b>	🌿		
<b>Low Typical Electricity Consumption (TEC) values</b> , which measure power consumption during a one-week period.	🌿		
<b>Power consumption is reduced by utilizing White LED array technology</b> in its Color Image Reader versus using a traditional Xenon tube!	🌿		
<b>Power consumption is reduced by utilizing Canon Image Sensor technology</b> versus using traditional CCD sensors! Advanced Color RAPID Fusing technologies help <b>reduce power consumption</b> and <b>limit the warm-up period</b> .	🌿		
QF Toner, with its low melting point, helps <b>reduce fusing temperature requirements</b> .	🌿		
All suppliers are required to meet Canon's stringent Green Procurement policy and environmental terms. This helps Canon exceed the tough European Union's RoHS Directive, which <b>controls/restricts the use of certain hazardous substances</b> .			🌿
Each system is equipped with paper-, toner-, and energy-saving features that help to <b>cut costs</b> and <b>conserve resources</b> .	🌿	🌿	
Long-life parts and high-yield supplies help <b>maximize uptime</b> and help <b>reduce the amount of materials consumed</b> during the product life cycle.		🌿	🌿

**Canon. The Natural Partner for Business.**



\* Excluding a small amount of additives to improve physical properties.



**imageRUNNER**  
ADVANCE  
4551i/4545i  
4535i/4525i

## Environment-Related Specifications

### System Type

Monochrome Laser Multifunctional

### Functions

Standard: Print (UFR II, PCL® 6, Adobe® PostScript® 3™), Copy, Scan, Send, Store

Optional: Fax (Up to four lines)

### Operation Panel

10.1" TFT LCD WSVGA Color Flat-panel

### Warm-up Time

From Power On: 24 Seconds

From Sleep Mode: 10 Seconds

### Power Requirements

4551i: 120-127 V AC, 60 Hz, 10.4 A

4545i/4535i: 120-127 V AC, 60 Hz, 9.3 A

4525i: 120-127 V AC, 60 Hz, 7 A

### Power Consumption

Maximum: 1,500 W

Sleep Mode: 0.90 W or Less

Copying/Printing:

4551i: 998 W                      4535i: 800 W

4545i: 879 W                      4525i: 633 W

Copy Ready (Standby):

4551i: 36 W                      4545i/4535i/4525i: 38 W

Plug-in: 0.50 W

One Week TEC

4551i: 2.6 kWh                      4535i: 1.8 kWh

4545i: 2.2 kWh                      4525i: 1.0 kWh

One Year TEC

4551i: 135.2 kWh                      4535i: 93.6 kWh

4545i: 114.4 kWh                      4525i: 52.0 kWh

### British Thermal Units (BTU)

Maximum (BTU/Hr.): 5,119

Copying/Printing (BTU/Hr.)

4551i: 3,406                      4535i: 2,730

4545i: 3,000                      4525i: 2,160

Copy-Ready (Standby) (BTU/Hr.):

4551i: 123                      4545i/4535i/4525i: 130

Plug: NEMA 5-15P

### Dimensions (W x D x H)

23-1/8" x 29-1/8" x 47" (587 mm x 740 mm x 1,193 mm)

### Installation Space (W x D)

Basic [With ADF (Stack Bypass and Cassette Drawers Open)]:

35" x 46-1/2" (889 mm x 1,182 mm)

Fully Configured: 71-3/8" x 50-3/8" (1,811 mm x 1,280 mm)\*

### Weight

Approx. 240.7 lb. (109.2 kg)\*\*

### Noise Levels

Standby

4551i: 58 dB or Less                      4525i: 43 dB or Less

4545i/4535i: 53 dB or Less

Copying/Printing

4551i: 75 dB or Less                      4535i: 71.3 dB or Less

4545i: 74.8 dB or Less                      4525i: 67.8 dB or Less

### Recycled Content

Recycled Primary Package (%):\*\*\* 4551i/4545i: Approx. 49%

4535i/4525i: Approx. 45%

Post-consumer Waste:† 0.02%

Secondary Waste Materials:†† 0.0%

Recycled PETE Product:††† 0.0%

### Recycled Paper Support

100% Post-consumer Content: Yes

### Environmental Standards Compliance

ENERGY STAR® Certified

EPEAT® Gold

### Environment-conscious Features

Two-sided, Copy Sample, Confirmation/Cancel, Image Combination, ID Card Copy, Secured Print, Job Forwarding, Department ID Management, Access Management System, Authentication (Universal Login Manager), Standard Duplex Driver, Auto/Weekly Sleep Timer, Auto/Weekly Shutdown Timer, Staple-Free Stapling (Optional)

\* With ADF+Paper Deck Unit-F1+Booklet Finisher-Y1 (Cassette Drawers Open)

\*\* Includes Main Unit, Single Pass DADF-A1, Cassette Feeding Unit-AN1, and Consumables.

\*\*\* Percentage based on weight of recycled content.

† The percentage of plastics the device contains that's derived from recycled plastic materials (by weight).

†† The percentage of reused waste material.

††† The percentage of recycled PETE material.



As an ENERGY STAR® Partner, Canon U.S.A., Inc. has qualified these models as meeting the ENERGY STAR energy efficiency criteria through an EPA recognized certification body. ENERGY STAR and the ENERGY STAR mark are registered U.S. marks of the EPA. PostScript® 3™ is either a registered trademark or trademark of Adobe Systems Incorporated in the United States and/or other countries. PCL 6 is a trademark of Hewlett Packard Company. Canon, imageRUNNER, and the GENUINE logo are registered trademarks of Canon Inc. in the United States and may also be registered trademarks or trademarks in other countries. All other referenced product names and marks are trademarks of their respective owners. Specifications and availability subject to change without notice. Not responsible for typographical errors.  
©2017 Canon U.S.A., Inc. All rights reserved.





# Environmental Profile Sheet

The imageRUNNER ADVANCE C5560i/C5550i/C5540i/C5535i models incorporate Canon technologies. Canon has a strong environmental focus at every stage of the product life cycle—Produce, Use, and Recycle. The technologies below focus on Energy Conservation, Resource Conservation, and Pollution Prevention, form the foundation of Canon’s Environmental Management System.

	Energy Conservation	Resource Conservation	Pollution Prevention
In order to help reduce dependence on petroleum-based materials, Canon uses <b>100% recycled plastics*</b> and <b>bio-based plastics</b> on certain exterior parts.		🌿	
A variety of sleep recovery triggers, including motion sensing, help <b>encourage the use of Sleep Mode</b> , help minimize power consumption.	🌿		
Power consumption in Sleep Mode is <b>as low as 0.80 W!</b>	🌿		
<b>Low Typical Electricity Consumption (TEC) values</b> , which measure power consumption during a one-week period.	🌿		
<b>Power consumption is reduced by utilizing White LED array technology</b> in its Color Image Reader versus using a traditional Xenon tube!	🌿		
<b>Power consumption is reduced by utilizing Canon Image Sensor technology</b> versus using traditional CCD sensors! Advanced Color RAPID Fusing technologies help <b>reduce power consumption</b> and <b>limit the warm-up period</b> .	🌿		
CS Toner, with its low melting point, helps <b>reduce fusing temperature requirements</b> .	🌿		
All suppliers are required to meet Canon’s stringent Green Procurement policy and environmental terms. This helps Canon exceed the tough European Union’s RoHS Directive, which <b>controls/restricts the use of certain hazardous substances</b> .			🌿
Each system is equipped with paper-, toner-, and energy-saving features that help to <b>cut costs</b> and <b>conserve resources</b> .	🌿	🌿	
Long-life parts and high-yield supplies help <b>maximize uptime</b> and help <b>reduce the amount of materials consumed</b> during the product life cycle.		🌿	🌿

**Canon. The Natural Partner for Business.**



\* Excluding a small amount of additives to improve physical properties.

## Environment-Related Specifications

### System Type

Color Laser Multifunctional

### Functions

Standard:	Print (UFR II, PCL® 6, Adobe® PostScript® 3™), Copy, Scan, Send, Store
Optional:	Fax (Up to 4 lines)

### Operation Panel

10.1" TFT LCD WSVGA Color Flat-panel

### Warm-up Time

From Power On:	30 Seconds
From Sleep Mode:	10 Seconds

### Power Requirements

C5560i/C5550i:	120-127 V AC, 60 Hz, 11.5 A
C5540i/C5535i:	120-127 V AC, 60 Hz, 10 A

### Power Consumption

Maximum:	1,800 W
Sleep Mode:	0.80 W or Less
Copying/Printing:	
C5560i: 863 W	C5540i: 713 W
C5550i: 772 W	C5535i: 606 W
Copy Ready (Standby):	66 W
Plug-in:	0.19 W
One Week TEC	
C5560i: 3.2 kWh	C5540i: 2.0 kWh
C5550i: 2.5 kWh	C5535i: 1.6 kWh
One Year TEC	
C5560i: 166.4 kWh	C5540i: 104.0 kWh
C5550i: 130.0 kWh	C5535i: 83.2 kWh

### British Thermal Units (BTU)

Maximum (BTU/Hr.):	6,142
Copying/Printing (BTU/Hr.):	
C5560i: 2,945	C5540i: 2,433
C5550i: 2,634	C5535i: 2,068
Copy-Ready (Standby) (BTU/Hr.):	226

### Plug

C5560i/C5550i:	NEMA 5-20P
C5540i/C5535i:	NEMA 5-15P

### Dimensions (W x D x H)

24-3/8" x 29-1/4" x 37-3/8" (620 mm x 742 mm x 950 mm)

### Installation Space (W x D)

Basic (Stack Bypass + Cassette Drawers open):  
37-1/8" x 46-3/8" (943 mm x 1176 mm)\*

### Weight

Approx. 313.1 lb. (142 kg)\*\*

### Noise Levels

Standby	
C5560i:	58 dB or Less
C5550i/C5540i/C5535i:	53 dB or Less
Copying/Printing	
C5560i/C5550i:	75 dB or Less
C5540i:	73 dB or Less
C5535i:	71.5 dB or Less

### Recycled Content

Recycled Primary Package (%)***	Approx. 20%
Post-consumer Waste:†	0.7%
Secondary Waste Materials:††	0.0%
Recycled PETE Product:†††	0.0%

### Recycled Paper Support

100% Post-consumer Content: Yes

### Environmental Standards Compliance

ENERGY STAR® Certified  
EPEAT® Gold  
EU RoHS Compliant

### Environment-conscious Features

Two-sided, Copy Sample, Confirmation/Cancel, Image Combination, ID Card Copy, Secured Print, Job Forwarding, Department ID Management, Access Management System, Authentication (Universal Login Manager), Standard Duplex Driver, Auto/Weekly Sleep Timer, Auto/Weekly Shutdown Timer, Staple-Free Stapling (Optional)

\* Includes Main Unit and either Cassette Feeding Unit-AM1, High-Capacity Cassette Feeding Unit-A1, or Cabinet Type-N

\*\* Including consumables.

\*\*\* Percentage based on weight of recycled content.

† The percentage of plastics the device contains that's derived from recycled plastic materials (by weight).

†† The percentage of reused waste material.

††† The percentage of recycled PETE material.

USA.CANON.COM/ENERGYSTAR

As an ENERGY STAR® Partner, Canon U.S.A., Inc. has qualified these model as meeting the ENERGY STAR energy efficiency criteria through an EPA recognized certification body. ENERGY STAR and the ENERGY STAR mark are registered U.S. marks. PostScript® 3™ is either a registered trademark or trademark of Adobe Systems Incorporated in the United States and/or other countries. PCL 6 is a trademark of Hewlett Packard Company. Canon, imageRUNNER, and the GENUINE logo are registered trademarks of Canon Inc. in the United States and may also be registered trademarks or trademarks in other countries. All other referenced product names and marks are trademarks of their respective owners. Specifications and availability subject to change without notice. Not responsible for typographical errors.  
©2017 Canon U.S.A., Inc. All rights reserved.

126

0517RI-C5500iSRSEPS-PDF-IH





# Environmental Profile Sheet

The imageRUNNER ADVANCE 6575i/6565i/6555i models incorporate Canon technologies, each with a strong environmental focus at every stage of the product life cycle—Produce, Use, and Recycle. These technologies, which focus on Energy Conservation, Resource Conservation, and Pollution Prevention, form the foundation of Canon’s Environmental Management System.

	Energy Conservation	Resource Conservation	Pollution Prevention
In order to help reduce dependence on petroleum-based materials, Canon uses <b>100% recycled plastics*</b> and <b>bio-based plastics</b> on certain exterior parts.		🌿	
A variety of sleep recovery triggers, including motion sensing, help <b>encourage the use of Sleep Mode</b> , which minimizes power consumption.	🌿		
Power consumption in Sleep Mode is <b>as low as 0.90 W!</b>	🌿		
<b>Low Typical Electricity Consumption (TEC) values</b> , which measure power consumption during a one-week period.	🌿		
<b>Power consumption is reduced by utilizing White LED array technology</b> in its Color Image Reader versus using a traditional Xenon tube!	🌿		
Induction Heating (IH) technologies help <b>reduce power consumption</b> and <b>limit the warm-up period</b> .	🌿		
pO Toner with a low melting point helps <b>reduce fusing temperature requirements</b> .	🌿		
All suppliers are required to meet Canon’s stringent Green Procurement policy and environmental terms. This helps Canon exceed the tough European Union’s RoHS Directive, which <b>controls/restricts the use of certain hazardous substances</b> .			🌿
Each system is equipped with paper-, toner-, and energy-saving features that help to <b>cut costs</b> and <b>conserve resources</b> .	🌿	🌿	
Long-life parts and high-yield supplies help <b>maximize uptime</b> and help <b>reduce the amount of materials consumed</b> during the product life cycle.		🌿	🌿

**Canon. The Natural Partner for Business.**



\* Excluding a small amount of additives to improve physical properties.

## Environment-Related Specifications

### System Type

Monochrome Laser Multifunctional

### Functions

Standard:	Print (UFR II, PCL® 6, Adobe® PostScript® 3™), Copy, Scan, Send, Store
Optional:	Fax (Up to 4 lines)

### Operation Panel

Standard:	10.1" TFT LCD WSVGA Color Flat-panel
Optional:	10.4" TFT LCD SVGA Color Upright-panel

### Warm-up Time

From Power On:	30 Seconds
From Sleep Mode:	30 Seconds

**Power Requirements** 120 V AC, 60 Hz, 16 A

### Power Consumption

Maximum:	2,100 W
Sleep Mode:	0.90 W or Less
Copying/Printing:	1,395.9 W
Copy Ready (Standby):	237 W
Plug-in	
Quick Startup Mode "OFF":	0.30 W
Quick Startup Mode "ON":	0.45 W
One Week TEC	
6575i:	6.3 kWh
6565i:	5.8 kWh
6555i:	5.2 kWh
One Year TEC	
6575i:	327.6 kWh
6565i:	301.6 kWh
6555i:	270.4 kWh

### British Thermal Units (BTU)

Maximum (BTU/Hr.):	6,934
Copying/Printing (BTU/Hr.):	4,763
Copy-Ready (Standby) (BTU/Hr.):	810

**Plug** NEMA 5-20

### Dimensions (W x D x H)

26-3/8" x 30-5/8" x 48"  
(670 mm x 779 mm x 1220 mm)

### Installation Space (W x D)

Basic (Stack Bypass Extended + Cassette Drawers open + Copy Tray): 60-3/8" x 53-1/4" (1533 mm x 1353 mm)

Fully Configured (Booklet Finisher + Paper Deck + Insertion and Folding Unit + Puncher Unit + Cassette Drawers open): 94-3/4" x 53-1/4" (2407 mm x 1353 mm)

### Weight

Approx. 515.9 lb. (234 kg)\*

### Noise Levels

Standby:	58 dB or Less
Copying/Printing:	75 dB or Less

### Recycled Content

Recycled Primary Package (%)**	Approx. 20%
Post-consumer Waste:***	0.8%
Secondary Waste Materials:†	0.0%
Recycled PETE Product:††	0.0%

### Recycled Paper Support

100% Post-consumer Content: Yes

### Environmental Standards Compliance

ENERGY STAR® Certified  
EPEAT® Gold  
EU RoHS Compliant\*\*\*  
Ecomark^  
Blue Angel\*\*\*

### Environment-conscious Features

Two-sided, Copy Sample, Confirmation/Cancel, Image Combination, ID Card Copy, Secured Print, Job Forwarding, Department ID Management, Access Management System, Authentication (Universal Login Manager), Standard Duplex Driver, Auto/Weekly Sleep Timer, Auto/Weekly Shutdown Timer, Staple-Free Stapling

\* Including consumables.  
\*\* Percentage based on weight of recycled content.  
\*\*\* The percentage of plastics the device contains that's derived from recycled plastic materials (by weight).  
† The percentage of reused waste material.  
†† The percentage of recycled PETE material.  
\*\*\* This regulation is for the EU model product.  
^ This regulation is for the Japanese model.



As an ENERGY STAR® Partner, Canon U.S.A., Inc. has qualified these model as meeting the ENERGY STAR energy efficiency criteria through an EPA recognized certification body. ENERGY STAR and the ENERGY STAR mark are registered U.S. marks. PostScript® 3™ is either a registered trademark or trademark of Adobe Systems Incorporated in the United States and/or other countries. PCL 6 is a trademark of Hewlett Packard Company. Canon, imageRUNNER, and the GENUINE logo are registered trademarks of Canon Inc. in the United States and may also be registered trademarks or trademarks in other countries. All other referenced product names and marks are trademarks of their respective owners. Specifications and availability subject to change without notice. Not responsible for typographical errors.  
©2017 Canon U.S.A., Inc. All rights reserved.





# Environmental Profile Sheet

The imageRUNNER ADVANCE 8000 Series incorporates leading-edge Canon technologies, each with a stronger environmental focus at every stage of the product life cycle—Produce, Use, and Recycle. These technologies, which focus on Energy Conservation, Resource Conservation, and Pollution Prevention, form the foundation of Canon’s Environmental Management System.

	Energy Conservation	Resource Conservation	Pollution Prevention
Canon’s Life Cycle Assessment System (LCA) seeks to control carbon emissions at each life cycle stage. The result: <b>An overall CO<sub>2</sub> target reduction of up to 45% over previous models. This equates to approximately 2.2 tons of carbon per year, per device.</b>	🌿	🌿	🌿
In order to reduce dependence on petroleum-based materials, Canon uses <b>100% recycled plastics and bio-based plastics</b> on certain exterior parts.		🌿	
Smaller and lighter design helps improve transportation efficiency. As a result, carbon emissions per transporter vehicle can be <b>reduced by up to 50%</b> .		🌿	🌿
Power consumption in Sleep Mode has been <b>reduced to 1W—or less!</b>	🌿		
Savings in power consumption during a one-week period have been <b>reduced by up to 65%!</b>	🌿		
By utilizing White LED array technology in its Color Image Reader vs. a traditional Xenon tube, <b>power consumption is reduced by up to 75%!</b>	🌿		
By utilizing Canon Image Sensor technology over traditional CCD sensors, <b>power consumption is reduced by up to 50%!</b>	🌿		
Induction Heating (IH) technologies help <b>reduce power consumption and limit the warm-up period.</b>	🌿		
pO Toner with a lower melting point <b>reduces fusing temperature requirements.</b>	🌿		
All suppliers are required to meet Canon’s stringent Green Procurement policy and environmental terms. This helps Canon exceed the toughest global standards, such as those set by the European Union’s RoHS Directive, which <b>controls/restricts the use of certain hazardous substances.</b>			🌿
Each system is equipped with paper-, toner-, and energy-saving features that help to <b>cut costs and conserve resources.</b>	🌿	🌿	
Long-life parts and higher-yielding supplies help <b>maximize uptime and reduce the amount of materials consumed</b> during the product life cycle.		🌿	🌿



Through our partnership with the Arbor Day Foundation, Canon will plant a tree for every imageRUNNER ADVANCE model sold on our customer’s behalf. Together, we can help leave a greener footprint on the Earth for the benefit of future generations. For more information, please visit [www.cusa.canon.com/green](http://www.cusa.canon.com/green).





**ImageRUNNER  
ADVANCE  
8095**

**Environmentally Related Specifications**

**System Type**

Digital Multifunction Imaging System

**Functions**

Standard:	Copy, Print (UFR II), Scan, Send, Store
Optional:	Print (PCL, Adobe® PostScript® 3™)

**Warm-up Time**

From Power On:	1 Minute or Less
From Sleep Mode:	1 Minute or Less
From Energy Saver Mode:	Approximately 20 Seconds

**Power Requirements**

120-127V AC, 60Hz, 16A

**Power Consumption**

Maximum:	1,920W or Less
Sleep Mode:	1W or Less
Copying/Printing:	1,710W or Less
Copy Ready (Standby):	324W or Less
Plug-in:	0.1W or Less
One Week TEC:	9.4kWh
One Year TEC:	488.8kWh

**British Thermal Units (BTU)**

Maximum (BTU/Hr.):	6,552
Copying/Printing (BTU/Hr.):	5,835
Copy Ready (Standby) (BTU/Hr.):	1,106

**Plug: NEMA 5-20P**

**Dimensions (H x W x D)**

49-1/4" x 53-3/8" x 30-3/8"  
(1252mm x 1481mm x 770mm)\*

**Installation Space (W x D)**

93-3/4"\* x 30-3/8" (2382mm\* x 770mm)\*\*  
(When Booklet Finisher is attached, and Stack Bypass and Auxiliary Tray are extended.)

**Weight**

Approx. 534 lb. (242kg)\*\*\*

**Noise Levels**

Standby:	58dB or Less
Copying/Printing:	75dB or Less

**Recycled Content**

Recycled Primary Package%:†	Approx. 19.9%
Post-consumer Waste:†	0.4%
Secondary Waste Materials:††	0.0%
Recycled PETE Product:†††	0.0%

**Recycled Paper Support**

100% Post-consumer Content: Supported

**Environmental Standards Compliance**

ENERGY STAR® Qualified

EU RoHS Compliant

Ecomark<sup>▲</sup>

WEEE Directive<sup>▲▲</sup>

**Environment-conscious Features**

Two-sided, Sample Set, Confirmation/Cancel, Image Combination, Job Build, Store In User Inbox, Secured Print, Job Forwarding, Department ID Management, Access Management System

\* Height: Up to top of Upright Control Panel in standard position.  
Width: Up to edge of Upright Control Panel, in right side position.  
\*\* Installation dimensions include 100mm space between the wall and the back of device.  
\*\*\* Includes ADF and consumables.  
† Percentage based on weight of recycled content.  
† The percentage of plastics that the device contains which is derived from recycled plastic materials (by weight).  
†† The percentage of re-use waste material.  
††† The percentage of recycle PETE material.  
▲ This regulation is for JPN model product.  
▲▲ This regulation is for EU model product.



As an ENERGY STAR® Partner, Canon U.S.A., Inc. has determined that this product meets the ENERGY STAR guidelines for energy efficiency. ENERGY STAR and the ENERGY STAR mark are registered U.S. marks. CANON, IMAGERUNNER, and the GENUINE logo are registered trademarks of Canon Inc. in the United States and may also be registered trademarks or trademarks in other countries. IMAGEWARE is a registered trademark of Canon U.S.A., Inc. in the United States and is a trademark of Canon Inc. in certain other countries. IMAGEANYWARE is a trademark of Canon. All other referenced product names and marks are trademarks of their respective owners and are hereby acknowledged. Some items may not be available at this time; please check for availability. Specifications and availability subject to change without notice.  
©2013 Canon U.S.A., Inc. All rights reserved.

1-800-OK-CANON  
www.usa.canon.com

Canon U.S.A., Inc.  
One Canon Park  
Melville, NY 11747



# TOTAL CALL PROCEDURE

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

Client: _____ ID: _____ SN: _____	
Address Change: Y N Contact Name and Phone Number: _____	
Symptom: _____ Status: Complete Parts Needed _____	
Meter B/W _____	Color _____ Model _____
Dispatch Time: _____	Arrival Time: _____ Departure Time: _____
Comments: _____	

Meet with customer review problem	( ) Yes
Review service log, Jam and Error history, Part/Consumable History	( ) Yes
Run network, account management, service reports/Verify Firmware Levels	( ) Yes
Troubleshoot service call - Identify the problem	( ) Yes
Verify the problem Frequency of problem: ( ) in ( ) copies/prints	( ) Yes
Identify & Verify the fix No. of copies/prints run to verify fix ( ) copies/prints	( ) Yes
<b>Inspect and Clean</b>	
Document feeder, feed and separation rollers & pad & sensors	( ) Yes ( ) N/A
Optics Unit, mirrors & rails & glass	( ) Yes ( ) N/A
Paper feed units. feed and separation rollers	( ) Yes ( ) N/A
Main charge/corona/roller	( ) Yes ( ) N/A
Transfer / Separation corona / roller and transfer belt	( ) Yes ( ) N/A
Imaging units / Drum units	( ) Yes ( ) N/A
Developer unit/Transport Unit/Duplex Unit	( ) Yes ( ) N/A
Cleaning unit, Empty waste toner and reset counters	( ) Yes ( ) N/A
Fuser unit, rollers/film, cleaning web/roller, sep claws, oil catch pan, clear web counter	( ) Yes ( ) N/A
Finisher/Exterior covers and inside paper trays	( ) Yes ( ) N/A
Check surge protector	( ) Yes ( ) N/A
<b>Check and Pick up excessive toner</b>	( ) Checked ( ) P/U
<b>Operation Tested</b>	( ) Yes ( ) N/A
Tested all Trays/ LCT/Bypass/Duplex/Punch	( ) Yes ( ) N/A
Tested Scanning	( ) Yes ( ) N/A
Tested Fax Operation	( ) Yes ( ) N/A
Tested Printing from customer PC	( ) Yes ( ) N/A
Run ending test chart copy, compare to first test chart copy to verify improvement, Disable PM light, Clean work area, reset part/consumable counter.	( ) Yes ( ) N/A
<b>DCA installed and working properly. If <u>not</u> installed or working properly, explain why:</b>	( ) Yes working ( ) Yes installed
<b>Part Description and Part Number</b>	
	( ) Used ( ) Need
	( ) Used ( ) Need
	( ) Used ( ) Need

Customer Signature: \_\_\_\_\_ Technician Signature: \_\_\_\_\_

Thank you for the opportunity to service your organization, our goal is to exceed all your expectations.

If you are not satisfied with our service and support please contact us directly.

Phone: (407) 264-0283 Fax: (407) 264-0230

George Rosa: Service Manager – [grosa@naofficesolutions.com](mailto:grosa@naofficesolutions.com)

Asst. Service Coordinator – [dispatch@naofficesolutions.com](mailto:dispatch@naofficesolutions.com)

**STAFF**

**Project Team**

NAOS is committed to providing our customers with the best service in the industry. Adhering to the Gold Standard is the foundation that this company was built on. The following elite staff members will proudly be assigned to Brevard County for the duration of this contract.



**Rich Johnson - Program Manager**

Cell 407.227.8190

rjohnson@naos.us



**Julie Angley Project Manager– Sales Support**

Direct 407.264.0299

jangle@naos.us



**Hunter Thompson - Director IT Services**

Direct 407.398.6367

hthompson@naos.us



**George Rosa - Director of Service**

Direct 407.377.0378

grosa@naos.us



**Peter Lavoie - Field Service Manager**

Direct 321.202.1222

plavoie@naos.us



**Chris Gaiser - Director of Administration**

Direct 407.377.0374

cgaiser@naos.us



**Henry Quiles - Technician**

Direct 407.597.0281

hquiles@naos.us

## Brevard County

### Exhibit C - Transition Timeline Plan & Schedules

Start	End Date	Task	Actions Required	Owner	Notes
2/1/2018	2/1/2018	Notice of Bid Award	N/A	N/A	
2/2/2018	2/2/2018	Order Open House Equipment	Order all equipment variations for the open house in which customer will pick out final equipment configurations.	Order Processing	
2/5/2018	2/9/2018	Build Open House Machines	Machine Set-up and configuration	Logistics	
2/7/2018	2/7/2018	Conference Call NAOS/BC IT	Discussed Brevard County's IT resources	Brevard IT (BC IT)	
2/8/2018	2/8/2018	Address Book export instructions, Print Driver links for deployment	NAOS Team will email Brevard IT instructions to obtain information for pre-installation	NAOS/BC IT	
2/8/2018	3/1/2018	Export Address books	Brevard IT will export address books from all existing machines and email NAOS IT with the file for pre-installation configuration.	BC IT	
2/12/2018	2/12/2018	Deliver Open House Machines to Bldg. C Boardroom	Deliver and stage all equipment proposed in RFP	Sales/Project Manager/Logistics	
2/12/2018	Ongoing	Deploy print drivers	Brevard IT will push out all necessary print drivers to all locations receiving a new device.	Brevard IT	
2/13/2018	2/14/2018	Open House	Collect customer department choices of machine configurations to be ordered by Order Processing.	Sales/Project Manager/Logistics	
2/19/2018	TBD	Begin Receiving Authorized PO's for equipment	Order Equipment once PO is received and schedule delivery	Sales/Project Manager/Logistics	
2/19/2018	Ongoing	Assign Resources	Assign resources for delivery, installation and training.	Logistics/Service/Training	
2/19/2018	3/2/2018	Conduct Site Surveys where determined necessary	Service and Logistics will coordinate to survey locations prior to delivery to determine method for delivery, potential problems, electrical requirements, etc.	Service/Logistics	
2/19/2018	Ongoing	Project Review	All participants will review status of received PO's and begin scheduling deliveries.	Project Team	
2/26/2018	4/27/2018	Equipment Setup	Logistics will build and configure all customer equipment once Department PO is received by NAOS	Logistics/Connectivity	
2/19/2018	Ongoing	Provide Status Update to customer on Delivery Schedule based on PO's received	Logistics reviews machine placement, locations and determines order for delivery schedule (including any customer provided requests) based on received PO's	Logistics	
2/27/2018	4/27/2018	Begin Delivering Machines according to order of received PO's and agreed schedule	Logistics will begin delivering customer machines.	Logistics	



# ATTACHMENT D

MULTIFUNCTIONAL COPY MACHINE RENTAL  
 PROPOSAL # P-4-18-01  
 PRICE SHEET (Black & White Functionality)

Machine # <b>Machine #1A</b>	<b>SPECIFICATIONS/OPTIONS</b> 20 COPIES PER MINUTE (MINIMUM) Copies per month Current Machine <b>Machine Proposed</b> OPTIONS:	2,000-4,000 KM Bizhub 223 <u>Canon IR 2525</u> Fax Board Print Board (NIC) Card Inc. Offset Sort Option Doc Feeder ADF (if available) Doc Feeder Dual sided (if available) Duplexer Scan Function Other Opt.	<b>RENTAL PRICING</b> Per month with 5 YR Rental Monthly \$ 25.69 \$ 2.68 Included Included \$ 7.02 n/a Included Included \$	<b>SERVICE &amp; SUPPLIES</b> INCLUDED IN PER COPY CHARGE Per click \$0.01159 All sizes**  **Specify in Additional Comments below whether a double-sided copy is considered one click or two clicks. Double side must be single pass-thru
<b>ADDITIONAL COMMENTS:</b> List all other machine options with rental rates on separate attachment Each side is considered one copy				

Machine # <b>Machine #1B</b>	<b>SPECIFICATIONS/OPTIONS</b> 20 COPIES PER MINUTE (MINIMUM) Copies per month Current Machine <b>Machine Proposed</b> OPTIONS:	2,000-4,000 KM Bizhub 223 <u>Canon IR C3525i</u> Fax Board Print Board (NIC) Card Inc. Offset Sort Option Doc Feeder ADF (if available) Doc Feeder Dual sided (if available) Duplexer Scan Function Other Opt.	<b>RENTAL PRICING</b> Per month with 5 YR Rental Monthly \$37.38 4.67 Included Included n/a Included Included Included \$	<b>SERVICE &amp; SUPPLIES</b> INCLUDED IN PER COPY CHARGE Per click \$0.01159 All sizes**  **Specify in Additional Comments below whether a double-sided copy is considered one click or two clicks. Double side must be single pass-thru
<b>ADDITIONAL COMMENTS:</b> List all other machine options with rental rates on separate attachment Each side is considered one copy				

This machine is provided to meet the dual sided document feeder option. Color can be enabled or disabled

**Machine #2**

**SPECIFICATIONS/OPTIONS**

28 COPIES PER MINUTE (MINIMUM), W/DUAL SIDED DOC FEEDER, DUPLEXER, ELECTRONIC SORTER, WITH (2) 500 SHEET PAPER TRAYS

Copies per month 4,000-8,000  
Current Machine KM Bizhub 363

**Machine Proposed** Canon IR C5535

**OPTIONS:**

Print Board (NIC) Card Inc.	included	
Single Position Staple (8 1/2 x 11 only)	n/a	
Multiple Position Staple (any size)	\$	8.55
LCT (Large Capacity Tray)	\$	10.00
Scan Function	included	
Fax Board	\$	7.34
	\$	

Monthly

\$ 46.40

Per click \$0.01159 All sizes\*\*

\*\*Specify in Additional Comments below whether a double-sided copy is considered one click or two clicks. Double side must be single pass-thru

Other Opt.

**ADDITIONAL COMMENTS:**

List all other machine options with rental rates on separate attachment  
Each side is considered one copy

This machine can be color enabled or disabled

**PRICE SHEET (B&W)**

<b>Machine #3</b>	<b>SERVICE &amp; SUPPLIES INCLUDED IN PER COPY CHARGE</b>
<b>SPECIFICATIONS/OPTIONS</b>	<b>RENTAL PRICING</b>
40 COPIES PER MINUTE (MINIMUM), W/DUAL SIDED DOC FEEDER, DUPLEXER, ELECTRONIC SORTER, WITH (2) 500 SHEET PAPER TRAYS	Per month with 5 YR Rental

**Machine #3**

**SPECIFICATIONS/OPTIONS**

40 COPIES PER MINUTE (MINIMUM), W/DUAL SIDED DOC FEEDER, DUPLEXER, ELECTRONIC SORTER, WITH (2) 500 SHEET PAPER TRAYS

Copies per month 8,000-15,000  
Current Machine KM Bizhub 423

**Machine Proposed** Canon IR C5540i

**OPTIONS:**

Print Board (NIC) Card Inc.	included	
Single Position Staple (8 1/2 x 11 only)	n/a	
Multiple Position Staple (any size)	\$	8.55
LCT (Large Capacity Tray)	\$	10.00
Scan Function	included	
Fax Board	\$	7.33
	\$	

Monthly

\$ 49.82

Per click

\$ 0.011590 All sizes\*\*

\*\*Specify in Additional Comments below whether a double-sided copy is considered one click or two clicks. Double side must be single pass-thru

Other Opt.

**ADDITIONAL COMMENTS:**

List all other machine options with rental rates on separate attachment  
Each side is considered one copy

This unit can be color enabled or color disabled

**Machine #4**

**SPECIFICATIONS/OPTIONS**

50 COPIES PER MINUTE (MINIMUM), W/DUAL DOC FEEDER, DUPLEXER, ELECTRONIC SORTER,  
WITH (2) 500 SHEET PAPER TRAYS

Copies per month 15,000-30,000  
Current Machine KM Bizhub 552  
**Machine Proposed** Canon IR 4551

**OPTIONS:**

Print Board (NIC) Card Inc.	included	Monthly	Per click
Single Position Staple (8 1/2 x 11 only)	n/a	\$ 78.73	\$ 0.01159 All sizes**
Multiple Position Staple (any size)	\$ 10.29		
LCT (Large Capacity Tray)	\$ 10.81		
Scan Function	included		
Fax Board	\$ 8.19		

\*\*Specify in Additional Comments below whether a double-sided copy is considered one click or two clicks. Double side must be single pass-thru

Other Opt.

List all other machine options with rental rates on separate attachment

ADDITIONAL COMMENTS:

Each side is considered one copy

PRICE SHEET (B&W)

Machine #5

**SPECIFICATIONS/OPTIONS**

72 COPIES PER MINUTE (MINIMUM), W/DUAL SIDED DOCUMENT FEEDER, DUPLEXER, ELECTRONIC SORTER, LCT, PRINTER BOARD (NIC) CARD INCLUDED, MULTIPLE POSITION STAPLER

Copies per month 30,000 and over  
Current Machine KM Bizhub 751  
**Machine Proposed** Canon IR 6575i

**ADDITIONAL OPTIONS:**

Fax Board

Other Opt.

Other Opt.

RENTAL PRICING  
Per month with 5 YR Rental

SERVICE & SUPPLIES  
INCLUDED IN PER COPY CHARGE

Monthly  
\$ 119.00

Per click  
\$ 0.01159 All sizes\*\*

\$ 8.18

\*\*Specify in Additional Comments below whether a double-sided copy is considered one click or two clicks. Double side must be single pass-thru

List all other machine options with rental rates on separate attachment

ADDITIONAL COMMENTS:

Each side is considered one copy

**MISCELLANEOUS EQUIPMENT**

COIN OP VEND UNIT -- INCLUDING ALL WIRING (HARNESES), CABINET, AND SECURITY DEVICES NECESSARY TO SECURE MOUNTING BRACKETS. STAFF TRAINING FOR COIN OP AND PAPER DRAWER ARE RESPONSIBILITY OF BIDDER

**RENTAL PRICING**  
Per month with 5 YR Rental

**SERVICE & SUPPLIES**  
INCLUDED IN PER COPY CHARGE

<b>Machine Proposed</b> Coin Only	<u>Jamex 6552 Coin Only</u>	<u>\$ 22.16</u>	<u>\$ 0.01159</u> All sizes**
<b>Machine Proposed</b> Coin & Bill Changer	<u>Jamex 6557 Coin and Cash</u>	<u>\$ 33.40</u>	

\*\*Specify in Additional Comments below whether a double-sided copy is considered one click or two clicks. Double side must be single pass-thru

ADDITIONAL COMMENTS: Each side is considered one copy

PRICE SHEET (B&W)

**Machine #6**      **SPECIFICATIONS/OPTIONS**

90 COPIES PER MINUTE (MINIMUM), W/DUAL SIDED DOCUMENT FEEDER, FINISHER, SADDLE STITCH, HOLE PUNCH, PRINTER BOARD (NIC) CARD INCLUDED  
Copies per month 30,000 and over  
Current Machine Bizhub Pro 950  
**Machine Proposed** Canon IR 8595

<b>RENTAL PRICING</b> Per month with 5 YR Rental	<b>SERVICE &amp; SUPPLIES</b> INCLUDED IN PER COPY CHARGE
<b>Monthly</b> <u>\$ 203.00</u>	<b>Per click</b> <u>\$ 0.01159</u> All sizes**
OPTIONS: Single Position Staple (8 1/2x11 only) <b>included</b> Multi-Position Staple (any size) <b>included</b> LCT (Large Capacity Tray) <b>included</b> Multibypass <b>included</b> Fax Board <b>\$ 8.18</b>	**Specify in Additional Comments below whether a double-sided copy is considered one click or two clicks. Double side must be single pass-thru
Other Opt. _____ Other Opt. _____	
<b>OVERALL MACHINE TOTAL</b> <u>\$ 221.00</u>	

ADDITIONAL COMMENTS: Each side is considered one copy

**VENDOR NAME:** North American Office Solutions

**MULTIFUNCTIONAL COPY MACHINE RENTAL  
PROPOSAL # P-4-18-01  
PRICE SHEET (COLOR and Black & White Functionality)**

Machine #  
**Machine #1**  
**COLOR**

**SPECIFICATIONS/OPTIONS**

20 COPIES PER MINUTE (MINIMUM)

Copies per month 2,000-4,000

Current Machine KM Bizhub C220

**Machine Proposed** Canon IR C3525i

**OPTIONS:**

Fax Board

Print Board (NIC) Card Inc.

Offset Sort Option

Doc Feeder ADF (if available)

Doc Feeder Dual sided (if available)

Duplexer

Scan Function

**RENTAL PRICING**  
Per month with 5 YR Rental

Monthly

37.38

4.67

included

Included

n/a

Included

included

included

**SERVICE & SUPPLIES**  
INCLUDED IN PER COPY CHARGE

Per click

\$ 0.03983 COLOR, All sizes\*\*

\$ 0.01159 B&W, All sizes\*\*

\*\*Specify in Additional Comments below whether a double-sided copy is considered one click or two clicks. Note\* Double side must be single pass-thru

**ADDITIONAL COMMENTS:**  
List All Other Machine Options w/rental rate on Separate Page  
Each side is considered one copy

Machine #  
**COLOR**

**SPECIFICATIONS/OPTIONS**

28 COPIES PER MINUTE (MINIMUM), W/DUAL SIDED DOC FEEDER, DUPLEXER, ELECTRONIC SORTER, WITH (2) 500 SHEET PAPER TRAYS

Copies per month 4,000-8,000

Current Machine KM Bizhub C280

**Machine Proposed** Canon IR C5535i

**OPTIONS:**

Print Board (NIC) Card Inc.

Single Position Staple (8 1/2 x 11 only)

Multiple Position Staple (any size)

LCT (Large Capacity Tray)

Scan Function

Fax Board

**RENTAL PRICING**  
Per month with 5 YR Rental

Monthly

46.40

included

n/a

\$ 8.55

\$ 10.00

included

\$ 7.34

**SERVICE & SUPPLIES**  
INCLUDED IN PER COPY CHARGE

Per click

\$ 0.03983 COLOR, All sizes\*\*

\$ 0.01159 B&W, All sizes\*\*

\*\*Specify in Additional Comments below whether a double-sided copy is considered one click or two clicks. Note\* Double side must be single pass-thru

**ADDITIONAL COMMENTS:**  
List All Other Machine Options w/rental rate on Separate Page  
Each side is considered one copy

**ADDITIONAL COMMENTS:**  
List All Other Machine Options w/rental rate on Separate Page  
Each side is considered one copy

PRICE SHEET (COLOR)

Machine #3  
COLOR

**SPECIFICATIONS/OPTIONS**

40 COPIES PER MINUTE (MINIMUM), W/DUAL SIDED DOC FEEDER, DUPLEXER, ELECTRONIC SORTER,  
WITH (2) 500 SHEET PAPER TRAYS

Copies per month 8,000-15,000

Current Machine

**Machine Proposed**

OPTIONS:

KM Bizhub C452

Canon IR C5540i

Print Board (NIC) Card Inc.

Single Position Staple (8 1/2 x 11 only)

Multiple Position Staple (any size)

LCT (Large Capacity Tray)

Scan Function

Fax Board

**RENTAL PRICING**  
Per month with 5 YR. Rental

**SERVICE & SUPPLIES**  
INCLUDED IN PER COPY CHARGE

Monthly

\$ 49.82

included

n/a

\$ 8.55

\$ 10.00

included

\$ 7.33

Per click

\$ 0.03983 COLOR, All sizes\*\*

\$ 0.01159 B&W, All sizes\*\*

\*\*Specify in Additional Comments below whether a double-sided copy is considered one click or two clicks. Note\* Double side must be single pass-thru

**ADDITIONAL COMMENTS:**  
**List All Other Machine Options w/rental rate on Separate Page**  
**Each side is considered one copy**

Machine #4  
COLOR

**SPECIFICATIONS/OPTIONS**

50 COPIES PER MINUTE (MINIMUM), W/DUAL DOC FEEDER, DUPLEXER, ELECTRONIC SORTER,  
WITH (2) 500 SHEET PAPER TRAYS

Copies per month 15,000-30,000

Current Machine

**Machine Proposed**

OPTIONS:

KM Bizhub C552

Canon IR C5560i

Print Board (NIC) Card Inc.

Single Position Staple (8 1/2 x 11 only)

Multiple Position Staple (any size)

LCT (Large Capacity Tray)

Scan Function

Fax Board

Monthly

\$ 85.91

Included

n/a

\$ 9.54

\$ 15.12

Included

\$ 8.19

Per click

\$ 0.03983 COLOR, All sizes\*\*

\$ 0.01159 B&W, All sizes\*\*

\*\*Specify in Additional Comments below whether a double-sided copy is considered one click or two clicks. Note\* Double side must be single pass-thru

**ADDITIONAL COMMENTS:**  
**List All Other Machine Options w/rental rate on Separate Page**  
**Each side is considered one copy**

**VENDOR NAME:** North American Office Solutions

## ALTERNATE RENTAL RATES/SERVICES

### ALTERNATE RENTAL OPTIONS

Mid-Volume New Color Copier:	\$250.00 per month
Mid-Volume New Black Only Copier:	\$200.00 per month
Mid-Volume Refurbished Color Copier:	\$150.00 per month
Mid-Volume Refurbished Black Only Copier:	\$110.00 per month

- The Per Click Charge will match the master agreement rates.
- The Rental Program will be conterminous with the master agreement.
- Equipment will be fully configured to meet needs of the department.
- Rental may be canceled at any time with a 30-day written notice.

ATTACHMENT E

<u>Payment #</u>	<u>Invoice Period</u>	<u>Projected Due Date</u>	<b>March depends on transition completion date</b>
1	March 1- 31, 2018	3/15/2018	
2	April 1- June 30, 2018	4/1/2018	
3	July 1-September 30, 2018	7/1/2018	
4	October 1 - December, 31 2018	10/1/2018	
5	January 1 - March 31, 2019	1/1/2019	
6	April 1- June 30, 2019	4/1/2019	
7	July 1-September 30, 2019	7/1/2019	
8	October 1 - December, 31 2019	10/1/2019	
9	January 1 - March 31, 2020	1/1/2020	
10	April 1- June 30, 2020	4/1/2020	
11	July 1-September 30, 2020	7/1/2020	
12	October 1 - December 31, 2020	10/1/2020	
13	January 1 - March 31, 2021	1/1/2021	
14	April 1- June 30, 2021	1/4/2021	
15	July 1-September 30, 2021	7/1/2021	
16	October 1 - December, 31 2021	10/1/2021	
17	January 1 - March 31, 2022	1/1/2022	
18	April 1- June 30, 2022	4/1/2022	
19	July 1-September 30, 2022	7/1/2022	
20	October 1 - December 31, 2022	10/1/2022	
21	January 1 - February 28, 2023	1/1/2023	

TRAFFIC SIGNAL AGREEMENT

BASIC WORK, EMERGENCY-RELATED WORK, AND DISASTER-RELATED WORK

PRIMARY CONTRACTOR

THIS AGREEMENT, entered into this \_\_\_ day of \_\_\_\_\_, 2018, by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County" and, Carr Construction, LLC, a business having its principal address at 2968 Hwy 710, Okeechobee, FL 34974, hereinafter referred to as "Contractor".

W I T N E S S E T H:

That in consideration of the mutual covenants contained herein, it is hereby agreed between the parties as follows:

**I. DEFINITIONS**

The following definitions are applicable throughout the Agreement.

- a. **Agreement/Contract:** The terms "agreement" and "contract" are used interchangeably throughout this document, which, along with any referenced attachments or specifications, constitutes the entire Agreement among the parties.
- b. **Manager:** The Brevard County Traffic Operations Program Manager or his/her designee. The Manager will designate

the County staff contacts for maintenance and new construction/rehabilitation.

- c. **Emergency:** an unexpected or uncontrollable event, such as a traffic accident that causes damage to a traffic signal. Specifically excludes Disasters, as defined herein.
- d. **Maintenance:** Activity required to continue operation or to provide minor modifications to existing traffic signals and highway lighting. Maintenance includes planned and emergency activities.
- e. **Rehabilitation:** Major upgrade or replacement of existing traffic signalization and highway lighting.
- f. **Disaster:** An occurrence of: (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder; (b) act of God such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightening, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities.
- g. **Traffic Signal System:** All traffic signals and signal system components, including the signal structures and foundations, conduit and wiring, traffic signal controller and other cabinet components, communications devices, vehicle and pedestrian detection system,

traffic signal hardware and software, preemption devices, uninterruptible power supplies, malfunction management unit, control devices (such as traffic signals, warning beacons, illuminated street name signs, and pedestrian flashing beacons), blank out signs, luminaires, and other types of traffic signals and devices which are under County ownership or maintenance responsibility.

## **II. PRIMARY CONTRACTOR**

The lowest responsive and responsible bidder for Basic Work and Emergency-related Work will be the primary contractor for those types of work. Second lowest will be secondary. The lowest responsive and responsible bidder for Disaster-related Work will be the primary contractor for Disaster-related Work. Second lowest will be secondary. The Contractor shall be considered the primary contractor for Basic Work, Emergency-related Work, and Disaster-related work. For all Basic and Emergency-related Work, Contractor shall be the first to receive the Work Order, unless the Contractor has already been given two (2) Work Orders. Then, the third work order will go to the secondary contractor. If primary contractor is unwilling or unable to do the work, the Work Order will be assigned to the secondary contractor. For Disaster-related Work, the Contractor is the primary contractor, but the Contractor agrees

that, as time is of the essence, the County may assign work to the secondary contractor as Disaster-related work warrants.

### **III. SCOPE OF WORK**

The Contractor shall provide Basic Work, Emergency-related Work, and Disaster-related Work, as defined and delineated herein.

The County may, in its sole discretion, determine the necessity for and type of work it requires of the Contractor.

#### **a. Basic Work**

The Contractor shall provide routine and regular maintenance, rehabilitation, and new construction relating to the Traffic Signal System. All work shall comply with the performance standards set forth in Section IV.

- i. **Procedure for Assigning Work:** The County will request work by sending the Contractor a written Work Order. The Work Order will provide a list of tasks and an estimated cost. The Contractor will confirm receipt of the Work Order within five (5) days of receipt and, if necessary, propose adjustments. A preconstruction conference is required unless waived by the Manager in writing. Upon mutual agreement of the contents of the Work Order, the County will issue a Notice to Proceed (NTP) with a start date and a deadline for completion.

ii. **Deadline:** The Contractor must complete all work in the WORK ORDER by the deadline in the NTP. The Manager may, in his/her sole discretion, provide the Contractor additional time to complete the work. Such extension shall be in writing. If the Contractor fails to complete the work by the deadline or any valid extensions thereof, the County may assess liquidated damages as set forth in Section IV.

iii. **Materials:** Unless otherwise indicated in the Work Order, the Contractor will provide the materials and parts necessary for the Basic Work. If the Contractor needs to use parts from the County's inventory, it shall reimburse the County for the actual cost of those parts.

iv. **Compensation:** All Compensation shall be in accordance with Exhibit B, Price Sheet Brevard County Traffic Signal Construction, Rehabilitation and Maintenance Contract.

**b. Disaster-related Work**

The Contractor shall restore the Traffic Signal System to an operational condition following a Disaster. Disaster-related Work shall be FDOT-approved when applicable. In addition to the requirements in Section V.

Performance Standards, Disaster-related Work shall meet the requirements set forth in Exhibits D & E attached hereto. Including without limitation, equipment shall adhere to Brevard County Supplemental Specifications for Traffic Control Cabinets (see Exhibit A) when applicable. In the event of conflicting specifications, the local County specifications shall govern.

i. **Procedure for Assigning Work:** The County may notify the Contractor if a hurricane or other disaster has the potential to impact the County and damage the Traffic Signal System. The County will request work by sending the Contractor a written Notice to Proceed (NTP). The NTP will provide a list of tasks, an estimated cost, and a deadline for completion. The Contractor will confirm receipt of the NTP within five (5) days of receipt and provide a start date not more than ten (10) days later than the date Contractor receives the NTP.

1. **Documenting the Scene:** The Contractor shall photograph the damage to the Traffic Signal System prior to commencing repairs and after completing repairs. These photographs shall be submitted to the County as JPEG images with embedded date stamps. Photographs shall

be submitted along with billing invoices. These photographs are required for the County to apply for aid from federal and state agencies. The work will not be deemed complete or accepted until such photographs are submitted.

- ii. **Deadline:** Time is of the essence for Disaster-related Work. The Contractor must complete all work in the WORK ORDER by the stated deadline. The Manager may, in his/her sole discretion, provide the Contractor additional time to complete the work. Such extension shall be in writing. If the Contractor fails to complete the work by the deadline or any valid extensions thereof, the County may assess liquidated damages as set forth in Section IV.
- iii. **Materials:** The County shall provide all materials for Disaster-related Work. If the County does not have or is unable to provide a part or parts, the Contractor shall provide those part(s) and be reimbursed pursuant to the bid list for Exhibit C. All materials provided by the County to the Contractor shall be documented on an inventory transfer sheet, and the County will maintain the

original copy, with a photocopy or facsimile provided to the Contractor for mutual record keeping.

- iv. **Compensation:** Compensation for Disaster-related Work shall be in accordance with the Exhibit C Price Sheet, Exhibit D Scope of Services and Exhibit E, Disaster Restoration and FHWA Federal Aid Projects Emergency Traffic Signal Repair.

**c. Emergency-related Work**

The Contractor shall restore the Traffic Signal System to an operational condition following an Emergency. All work shall comply with the performance standards set forth in Section IV.

- i. **Procedure for Assigning Work:** The County will request work by sending the Contractor a written or oral Notice to Proceed (NTP). The NTP will provide a list of tasks and a deadline for completion. The Contractor will confirm receipt of the NTP within thirty (30) minutes of receipt and immediately initiate mobilization and start work.

- 1. **Contact Person:** The County will contact the following person for Emergency Work, who is authorized to confirm receipt of WORK ORDER and mobilize work. It is the Contractor's

obligation to maintain up-to-date contact information. If the contact person fails to timely confirm receipt of a Work Order, the County may assign the work to another entity.

Name	<i>Sean Carr</i>
Position	<i>Manager</i>
Phone Number	<i>863-447-0321</i>
E-mail Address	<i>SCARR@SCARRCONSTRUCTION.ORG</i>

- ii. **Deadline:** Time is of the essence for Emergency Work. The Contractor must complete all work in the WORK ORDER by the stated deadline. The Manager may, in his/her sole discretion, provide the Contractor additional time to complete the work. Such extension shall be in writing. If the Contractor fails to complete the work by the deadline or any valid extensions thereof, the County may assess liquidated damages as set forth in Section IV.
- iii. **Materials:** Unless otherwise indicated in the Work Order, the Contractor will provide the materials and parts necessary for the Basic Work. If the Contractor needs to use parts from the County's inventory, it shall reimburse the County for the actual cost of those parts.

iv. **Compensation:** Compensation shall be in accordance with Exhibit B, Price Sheet Brevard County Traffic Signal Construction, Rehabilitation and Maintenance Contract.

#### **IV. LIQUIDATED DAMAGES**

Both parties recognize that precise actual damages for Contractor's failure to complete tasks within the deadline (including any valid extensions) set forth in the WORK ORDER are impossible to determine due to the impossibility of precisely ascertaining the amount of damages that will be sustained by the County as a consequence of such delay. Both parties desire to obviate any question of dispute concerning the amount of said damages for delay and the cost and impact of the failure of the Contractor to complete the tasks in an WORK ORDER on time. The parties therefore agree to fix liquidated damages for delay in completing tasks in a WORK ORDER. Upon failure of the Contractor to complete the tasks in a WORK ORDER by the deadline set forth in the WORK ORDER (including any valid extensions thereof), the Contractor shall pay \$1,000 per day for each calendar day of delay after the date specified for completion up to but not including the date the work is deemed complete by the County. The parties stipulate this amount is not a penalty, but liquidated damages to the County based on a reasonable measure of damages from the parties' experience in

the traffic signal industry, and given the nature of losses that result from delays.

For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work, the sum per day set forth above shall be deducted from any moneys due the Contractor for final payment. If no money is due the Contractor, the County shall have the right to recover the liquidated damages sum from the Contractor, the Surety, or both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in the NTP, and such deductions are not to be considered as penalties.

This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim by the County for actual damages involving any defects in the work, breach of contract of any kind, negligence, or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.

## V. PERFORMANCE STANDARDS

All materials and installations shall be in accordance with the latest versions and updates of the following technical specifications. The following standards, as may be amended from time to time, shall apply to all work performed pursuant to this Contract:

- a. Florida Department of Transportation:
  1. Standard Specifications for Road & Bridge Construction,
  2. Standard Plans for Road and Bridge Construction.
  3. Manual on Uniform Minimum Standards for Design, Construction and Maintenance of Streets and Highways.
- b. Federal Highway Administration:
  1. Manual on Uniform Traffic Control Devices.
- c. Brevard County:
  1. Supplemental Specifications for Traffic Signalization and Highway Lighting, April 25, 2018, Exhibit A.
  2. Signalization General Notes, April 25, 2018, Exhibit A.

Any Traffic control or roadway lighting products utilized must be listed in the current FDOT "Approved Product List of Traffic Control Signals and Signal Devices" or the "FDOT Probationary ITS approved product list" if the device category

exists. The Manager shall have sole discretion in resolving any conflict between the standards and/or the technical specifications.

The County may, in its sole discretion, modify and/or exceed performance standards based on engineering judgment or maintenance considerations. In those cases where the County requests a performance level significantly in excess of the specifications, the Contractor shall be entitled to request additional reasonable compensation. Additional compensation must be requested by the Contractor and approved by the Manager prior to commencing the work.

- a. **WORK SCHEDULES & MAINTENANCE OF TRAFFIC:** In performing work, the Contractor is responsible for maintaining safe traffic flow in accordance with Florida Department of Transportation Roadway and Traffic Design Standards 600 series, latest version, and any other applicable references. The Manager may, in his/her sole discretion, shut down the work completely or in part, for any failure to comply with the requirements herein. In the event of such a shutdown, no additional compensation shall be paid to the Contractor. Contractor shall schedule work to minimize impact on the peak traffic periods. Peak periods are defined as 7:00 to 9:00 AM and 4:00 to 6:00 PM Monday through Friday. No

lane closures shall be permitted during the peak periods.

**b. TRAFFIC SIGNAL TIMING:** The Contractor shall not make any modifications to traffic signal timing without the authorization of the Manager or his/her designee. Any timing or phasing changes shall be documented in the traffic controller cabinet on the intersection timing sheet and on the intersection maintenance log sheet

**c. UTILITY COORDINATION:** The Contractor is responsible for locating all utilities in the vicinity of the work and coordinating with all public and private utility companies, as may be necessary for proper and safe completion of the work.

**d. SUBCONTRACTING:** The Contractor will be solely responsible for all work. Any subcontractors must have prior written approval by the Manager.

## **VI. MATERIALS**

The Contractor shall provide all materials, labor, and equipment required to perform any Basic or Emergency-related work under this contract. The County shall provide materials for Disaster-related Work and Contractor shall provide labor and equipment. The County shall reimburse the Contractor the actual cost of all materials furnished by the Contractor. The Contractor must submit documentation of cost with its invoices.

The County may request additional documentation to confirm material costs.

a. **Cabinet Key:** If the Contractor requires access to a traffic control cabinet, he/she must sign one out from the Manager. If the Contractor is provided a cabinet key by the County, which allows access to traffic control cabinets, the Contractor shall not make copies of that key. Contractor will return the key to the Manager upon completion of the Work Order. If the key is not returned, the Contractor shall reimburse the County seventy-five dollars (\$75.00) for each unreturned key.

**VII. PROCEDURE FOR PRELIMINARY INSPECTION AND FINAL INSPECTION AND ACCEPTANCE**

**a. Preliminary Inspection**

The Contractor will notify the County when it has completed the work under a WORK ORDER and schedule a preliminary inspection. The County will inspect the work and provide a punch list of items to be completed before the Burn-in Period begins. Upon completion of the punchlist items, the Contractor shall schedule a second preliminary inspection. If the County deems the punchlist items complete, the burn-in period shall commence and the County shall so state in writing.

**b. Burn-in Period:** All Work shall have a sixty (60) day burn-in period. During the Burn-in Period, the

Contractor is responsible for any maintenance without charge to the County except for malfunction of County-supplied equipment. The Contractor shall also respond to emergency calls within two (2) hours of the call. The County shall not be responsible for the emergency maintenance of construction or rehabilitation work during the burn-in phases of the project.

- c. **Final Inspection and Acceptance:** Acceptance of work does not constitute a waiver of any defects that are later detected.

#### **VIII. COMPENSATION**

##### **a. Bid Sheet Items**

Compensation for work covered by the bid items shall be at the established rate as applicable set forth in the Section III, Scope of Work.

##### **b. Items Not on Bid Sheet**

In the event work is required that is not included in the line items in Exhibit B, the Contractor will be paid for labor on an hourly rate. If the work is Basic or Emergency-related Work, the hourly rate is that which is provided in Exhibit B. If the work is Disaster-related Work, the hourly rate is that which is provided in Exhibit C.

i. **Calculation of Time:** Payment will be made to the nearest one-quarter hour, i.e. projects lasting 5 minutes will be paid for one-quarter hour; projects lasting 35 minutes will be paid for two quarter hours; projects lasting 50 minutes will be paid for one hour.

1. **Regular Time:** Regular time work shall be work that was performed by the Contractor between the hours of Contractor's operating hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, not including holidays designated as such by the Brevard County Board of County Commissioners.

2. **Overtime:** Overtime shall be work that was performed by the Contractor outside of Regular Time. Overtime shall be authorized by the Manager in writing before commencement. Such authorization will not be unreasonably withheld. Any work done during Overtime without approval shall be compensated as Regular Time.

ii. **Materials and Equipment:** For this work, the Contractor shall also submit a quote and obtain

County approval for any materials or equipment required prior to commencing work.

**c. Maintenance of Traffic:** The compensation for maintenance of traffic shall be one percent (1%) of the total project amount for each WORK ORDER. This item will be included in each WORK ORDER by the County and does not require a bid price by the contractor. This pay item is intended as a lump sum compensation to the contractor for the maintenance of traffic set up in accordance with the latest FDOT and Brevard County requirements for the life of this project.

**d. Mobilization:** The compensation for Mobilization shall be five percent (5%) of the total project amount for each WORK ORDER. This item will be automatically added to each work order by the County.

**e. COMPENSATION ADJUSTMENTS**

Compensation schedules set forth in Exhibits B and C may be adjusted after the second year of the contract upon mutual written consent of the parties. Compensation shall be based on material cost variation or other relevant economic conditions, sufficiently documented by the requesting party. Either party may request a compensation adjustment.

**IX. NOTICES AND COMMUNICATION**

Any notices required herein, shall be provided as follows:

County Representative	Contractor Representative
Name	Name <i>Sean Call</i>
Position	Position <i>Manager</i>
Address	Address <i>2968 Hwy 710 E</i>
Phone	Phone <i>Okaloosa, FL 34974</i>
E-mail	E-mail <i>863-447-0321</i>
	<i>SCARR @ CAAR CONSTRUCTION, ORC</i>

The Contractor will provide and keep up-to-date the name and cell phone number of its construction supervisor.

**X. INVOICES:** Invoices shall be submitted on a monthly basis as work is completed. The Contractor shall certify that the work has been completed. Invoices submitted by the Contractor to the County shall be sent with proper documentation to the address provided above. Each party is responsible for updating this contact information as necessary.

**XI. WARRANTY**

The Contractor shall warranty all work for a period of twelve (12) months for workmanship and shall extend to the County the same warranty on all materials and equipment furnished under this agreement, which the manufacturer extends to the Contractor, or purchasers, whichever is greater.

**XII. TERM**

This Agreement shall be for a term of three (3) years with the option to renew twice for one-year increments. Renewals must be in writing and signed by the County.

**XIII. TERMINATION**

The County may terminate this contract with or without cause. The County shall provide forty-five (45) days written notice to the Contractor of termination. Upon receipt of such notice, the Contractor shall immediately discontinue all work and deliver to the County all data, drawings, specifications, reports, estimates, summaries and any and all such other information and materials of whatever type or nature as may have been accumulated by the contractor in performing this agreement, whether completed or in process.

a. **Compensation**

The Contractor shall be paid for services performed up to but not including the date of termination.

**XIV. CONTRACTOR QUALIFICATIONS**

The Contractor must be a pre-qualified contractor with Florida Department of Transportation in the fields of traffic signal and computerized traffic control. The Contractor must provide documentation to the County of such pre-qualifications and maintain the pre-qualifications throughout the term of the contract.

The Contractor shall have adequate staff and equipment to perform two (2) WORK ORDERS at the same time. At the County's request, the Contractor shall define and submit a Management Plan and Resource List showing their ability to handle multiple concurrent projects.

a. **Staff Requirements:** The Contractor shall have available to perform Emergency Work at least one (1) IMSA Certified Level II Traffic Signal Technician with at least two (2) years of experience in traffic signal maintenance. Only IMSA Certified Level II Traffic Signal Technicians or personnel under the direct supervision of an IMSA Level II traffic Signal Technician shall perform work on any components within the traffic control cabinet. The Contractor shall designate a construction supervisor to coordinate work with County staff.

b. **Equipment Requirements:** The Contractor shall have at least one (1) vehicle at all times capable of and available to perform aerial traffic signal maintenance work above thirty-five feet (35'). The vehicle must be in safe working condition. The County may inspect the vehicle or other equipment at any time.

#### **XV. INDEPENDENT CONTRACTOR**

The Contractor shall perform the conditions of this agreement as an independent contractor and nothing contained

herein shall be construed to be inconsistent with this relationship or status. Nothing in this agreement shall be in any way construed to constitute the Contractor, or any of its agents or employees, as an agent, employee or representative of the County.

**XVI. ASSIGNABILITY**

The Contractor may not assign any of its rights or responsibilities under this Contractor without the prior written consent of the County.

**XVII. NON-EXCLUSIVITY**

The parties hereto specifically agree that this is a non-exclusive agreement and that the County may select other contractors to perform Basic Work, Disaster-related Work, and/or Emergency-related Work. The Contractor may also do such work for any other entity.

**XVIII. PUBLIC RECORDS**

Pursuant to Section 119.0701, a request to inspect or copy public records relating to this Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request and the Contractor must provide the records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07.

The Contractor may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If the Contractor fails to provide the requested public records to the County within a reasonable time, the Contractor may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Contractor's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Contractor's possession and control, the Contractor agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Contractor shall hire and compensate attorney(s) to represent the Contractor and County in defending such action. The Contractor shall pay all costs to defend such action and any costs and attorneys fees awarded pursuant to Section 119.12.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE**

**CUSTODIAN OF PUBLIC RECORDS AT Robert Hendricks at 321-617-7202 or  
robert.hendricks@brevardfl.gov**

**XIX. RIGHT TO AUDIT**

The County and its auditors shall be entitled to audit the books and records of the Contractor to the extent that such books and records relate to the performance of this Agreement. The Contractor shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the County and its auditors to insure proper accounting for all funds expended under this Agreement. Said records shall be made available, upon request, for audit purposes to Brevard County and its auditors. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing.

**XX. INDEMNIFICATION**

The Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death or personal injury, or to property damage, including loss of use

resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a work-related injury to any of the Contractor's employees, any subcontractor, or any of their employees. The Contractor acknowledges receipt of adequate consideration for this provision.

#### **XXI. INSURANCE REQUIREMENTS**

The Contractor providing services under this Agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts.

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverages: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, and "X-C-U" hazards.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all persons conducting the Contractor's

operations on County premises or on behalf of the County in the full amount required by the State of Florida laws. The Contractor shall provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverages enumerated above constitute the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

#### **XXII. ATTORNEY'S FEES**

In the event of any legal action to enforce the terms of this contract, each party shall bear its own attorney's fees and costs.

#### **XXIII. VENUE**

Venue for any legal action brought by any party to this agreement to interpret, construe, or enforce this Agreement

shall be in a court of competent jurisdiction in and for **Brevard County, Florida**. Any trial shall be non-jury.

**XXIV. BOND**

Before beginning any work under this contract, the contractor shall furnish a surety (performance) bond in the amount of two hundred fifty thousand dollars (\$250,000.00), which bond shall guarantee the faithful performance of any and all duties and materials or labor under this Agreement.

**XXV. UNAUTHORIZED ALIEN WORKERS**

Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider the employment by the contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the County. The County expressly requires the contractor and subcontractors performing work or providing services pursuant to this contract to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new

employees hired by the contractor and subcontractors during the contract term.

**XXVI. PUBLIC ENTITY CRIMES**

The Contractor must provide a fully executed Public Entity Crimes Affidavit in accordance with F.S. 287.133(3)(a) within ten (10) days of the date of this Agreement and prior to commencing any work under this Agreement.

**XXVII. PIGGYBACKING**

The County encourages and allows the Contractor to extend pricing, terms, and conditions of this contract to other government entities at the discretion of the Contractor.

**XXVIII. ENTIRE AGREEMENT**

This Agreement embodies the entire agreement and understanding between the parties hereto and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein.

**XXIX. SEVERABILITY**

In the event a court of competent jurisdiction finds any sentence, provision, paragraph, or section of this Agreement null and void, the remaining parts of this Agreement shall continue in full force and effect as though such sentence, provision, paragraph or section has been omitted from this Agreement.

**XXX. WAIVER**

No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

  
  
\_\_\_\_\_  
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

By:   
\_\_\_\_\_  
Rita Pritchett, Chair

Approved by the Board on: 10-10-17

Reviewed for legal form and content:

  
\_\_\_\_\_  
Assistant County Attorney

ATTEST:

CARR CONSTRUCTION LLC

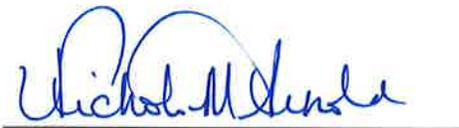
  
\_\_\_\_\_  
  
\_\_\_\_\_  
Sean P. Carr, Manager

Exhibit "A"

**Brevard County  
Traffic Operations**



**SUPPLEMENTAL SPECIFICATIONS FOR  
SIGNALIZATION AND HIGHWAY LIGHTING**

**April 25, 2018**

## 1. General Specifications

- 1.1. All construction, installation and equipment shall be in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition, and the FDOT Design Standards, latest edition, except as otherwise noted herein. If there are conflicts between this specification and the FDOT documents noted above, this specification shall govern.
- 1.2. The Contractor shall submit shop drawings via email (or FTP) to the Brevard County Traffic Operations Manager, which have been stamped and reviewed by the Engineer of Record. The submittals are to include any relevant manufacturer's descriptive literature, technical data for each equipment item proposed, and the construction plans showing the cable runs, conductors and conduit for each intersection to be constructed. Subject lines for emails shall indicate the project name and number, and submittal number and subject, as applicable.
- 1.3. The Contractor shall submit one (1) electronic copy and one (1) hard copy of as-built drawings to the Traffic Operations Manager in accordance with FDOT Standard Specification 611 - Acceptance Procedures for Traffic Control Signals and Devices.
- 1.4. Signals at previously unsignalized intersections shall be placed in flashing operation for no less than seven (7) days and no more than fourteen (14) days prior to being placed into full operation.
  - 1.4.1. Signals shall be placed in flash and full operation only on a Tuesday, Wednesday, or Thursday, between 9 – 11 AM
  - 1.4.2. Brevard County Traffic Operations (BCTO) shall be given notice 72 hours prior to being placed in flash and 24 hours prior to activation. BCTO shall be present during activation.
  - 1.4.3. The Contractor shall provide a Portable Dynamic Message Sign (PDMS) displaying “USE CAUTION” and “NEW SIGNAL AHEAD”, during seven (7) days of flash operations and seven (7) days after activation.
  - 1.4.4. PDMS shall be placed on two (2) approaches as directed, typically 500 feet in advance of stop lines. PDMS shall be capable of automatic day/night visibility and operation for seven (7) days, in any weather, and contractor shall provide 2-hour response time in case of failure.
- 1.5. Temporary Traffic Control shall be in accordance with FDOT Design Standards (Specification 102 and Standard Plans 600 Series) and the Manual on Uniform Traffic Control Devices (MUTCD), latest edition.
- 1.6. The County has the first right to equipment designated to be removed from the site. Before the final inspection the contractor shall deliver equipment claimed by the County to Traffic Operations, 580 Manor Drive, Merritt Island, Florida 32952. The contractor shall properly dispose of any equipment not claimed by the County per FDOT specification.

## 2. Signal Construction Specifications

- 2.1. Two (2) conduit runs shall be provided between each pole and the cabinet entry pull box. Pull strings shall be installed in empty conduits. At minimum, there shall be seven (7) - 2” conduits and two (2) - 1” conduits entering the cabinet, as follows. (See also Exhibit A)
  - 2.1.1. Seven (7) 2” conduits to include: (2) signal cable, (1) pedestrian cable, (1) communications, (1) detector, and (2) spare from the cabinet to the nearest pull-box.
  - 2.1.2. Two (2) 1” conduits to include: (1) Rigid Galvanized Metal electrical service conduit per FDOT Specification 630 and (1) PVC conduit for ground rods.
- 2.2. A generator tie-down consisting of a 12” eye bolt shall be installed on the hinge side of the cabinet pad. See Exhibit A.

- 2.3. Cabinets, pedestrian signal, flasher pedestal bases, and vehicle signals shall be attached with “Red Head” anchors (5/8” – 3/4”).
- 2.4. Cabinet bases shall be a minimum of 10” above the adjacent top of curb or edge of pavement, and must include a technician pad (see Exhibit A). All cabinet bases shall be able to accommodate an uninterruptable power supply (UPS). Refer to Section 5 for UPS Specifications. Contractor shall notify Traffic Operations a minimum of 48 hours prior to base installation.
- 2.5. An anti-seize compound shall be applied to the threads of all nuts, bolts, and attachment hardware that are exposed to weather. The compound shall be applied during installation and whenever fasteners are manipulated during maintenance. A contact paste shall be applied in accordance with manufacturer's recommendations on all electrical connections inside the service disconnect.
- 2.6. Hardware connections exposed to weather shall be sealed with appropriate gasket material, or clear silicone caulk. This includes top-of-signal to mounting hardware connections.
- 2.7. Mast arm assemblies shall be unpainted, galvanized steel unless otherwise directed by the Traffic Operations Program Manager.
- 2.8. Pedestrian cable assemblies shall be continuous between each mounting pole and the cabinet. No splicing will be allowed in intermediate locations or disconnect hangers unless approved otherwise.
- 2.9. Priority pre-emption shall be a continuous run (no splices) and shall be rated for wet locations.

### **3. Illumination Systems Specifications**

- 3.1. Intersection lighting and/or illuminated sign control shall be accomplished with a single control point and photocell, connected to the spare breaker slot in the service disconnect or in the cabinet where applicable.
- 3.2. Street lighting systems shall be of the 4-wire design, with one (1) neutral line, two (2) electrical feed lines (example: 2-240 VAC lines of opposite phases of 480 VAC), and one (1) bonded ground line with a breakaway-type fused link at the base of the pole.
- 3.3. Light pole bases shall include a transformer base of TB-1 or TB-2 configuration as bolt circle conversion requires.
- 3.4. Where a cobra head fixture is required, a flat medium cut-off lens is to be provided at minimum.
- 3.5. Where lighting structures are visible from the Atlantic shore, proper shielding shall be provided to direct lighting away from the beach. Beachside inspections will include nighttime viewing to ensure that no stray light shines toward the beach. Final approval is subject to compliance with State and Federal regulations.
- 3.6. Street Lighting and Luminaires on Signal Mast Arm shall be LED operating at 120 volts, or 250 Watt or 400 Watt High Pressure Sodium lamps with mogul base (unless Low Pressure Sodium lighting is required for environmental reasons), as determined by the Traffic Operations Program Manager.
- 3.7. Street lighting structures adjacent to, or over, open waterways need to be equipped with vibration dampeners as recommended by the manufacturer.

### **4. Traffic Control Equipment**

- 4.1. For system compatibility the equipment listed below shall be manufactured by the following companies or with identical and/or specified designs when approved by the Traffic Operations Program Manager or their designee:
  - 4.1.1. Signal disconnects shall be 18 circuit terminal block so that each wire of signal cable can be terminated under a compression type screw. All spares are to be terminated to terminal block overhead.

- 4.1.2. Traffic signal service disconnect (breaker box) -100 Amp service with lightning arrester terminated under separate lug as required in NEC 2010 manufactured by Square D - QO Series, GE, or Siemens.
  - 4.1.3. Traffic signal heads shall be all black polycarbonate with a reinforcement plate in the top sections and retro reflective back plates. All five section heads shall have aluminum top section.
  - 4.1.4. Signal indications shall be LED modules by Diolight with a fifteen (15) year warranty.
  - 4.1.5. Pedestrian signal heads shall be all polycarbonate, 1-section (16"x18") with two ¼" weep holes in the bottom of the fixture and LED countdown indications.
  - 4.1.6. Loop Detectors shall be LCD 2-channel rack mount detectors by Eberle Design (Oracle Series), Trafficware, or Reno A&E.
  - 4.1.7. Pedestrian detectors shall be Bulldog Series piezo-activated detectors with a momentary indicator and audible tone by Polara, with one ¼" weep hole in the bottom.
  - 4.1.8. Audible/Tactile Pedestrian Detection shall be the Navigator EZ Communicator System.
  - 4.1.9. Video Detection shall be Encore Terra cameras with integrated machine vision processors by Autoscope, or the Gridsmart vehicle detection system (dual camera system) installed per Gridsmart specifications, and as determined by the Traffic Operations Program Manager.
  - 4.1.10. Encore Terra Cameras shall be connected by a three-wire connection between overhead video processor and the control cabinet for networking, video streaming, and data communications. Coaxial cable is not permitted. Gridsmart field wiring shall be insulated CAT5e cable.
- 4.2. The Traffic Controller Cabinet will be a TS-2 Type 1 Cabinet, with a UPS Assembly installed separately. The Traffic Signal Cabinet and UPS cabinet will stand alone. (No Integrated Signal Cabinets) Traffic Control Equipment shall be compatible with Brevard County ATMS.now software package by Trafficware, Inc. and shall comply with the following provisions:

<b>Quantity</b>	<b>Description</b>
1	Trafficware TS2 Type 1 ATC Ethernet Enabled Controller version 76.x
1	Type 6 Signal Controller Cabinet
1	MMU with LCD display and FYA operation capability with Ethernet
3	TS2 BIU rack mounted
16	NEMA Load Switches
1	NEMA Flasher
5	Flash Transfer Relays
1	Luminaire Panel w/ test switch and photo-cell
1	TS2 Cabinet Power Supply
1	16 Channel Detector Rack
1	2 Channel Opticom Rack & Field Panel
1	16 Channel Loop Detector Panel w/ 16 SRA-6LC Surge Arrestors
1	Set of FDOT Spec Load Resistors for Back Panel
1	Ball Bearing Roller Drawer
1	Generator Plug-in Module
4	LCD Detector 2 CH TS2
1	Ethernet Switch (see Section 7 – ITS)

## **5. Uninterruptible Power Supply (UPS) Batteries**

- 5.1. The UPS shall be an Alpha FL08 UPS FXM1100 with 220 GXL Batteries for 8.5 hours run time at 450W, with a battery balancer which provides a 5 year warranty.
- 5.2. The Alpha Outdoor Enclosure Type 6 with generator plugin model shall be a stand-alone base mount style only.

## **6. Back-Up Generator**

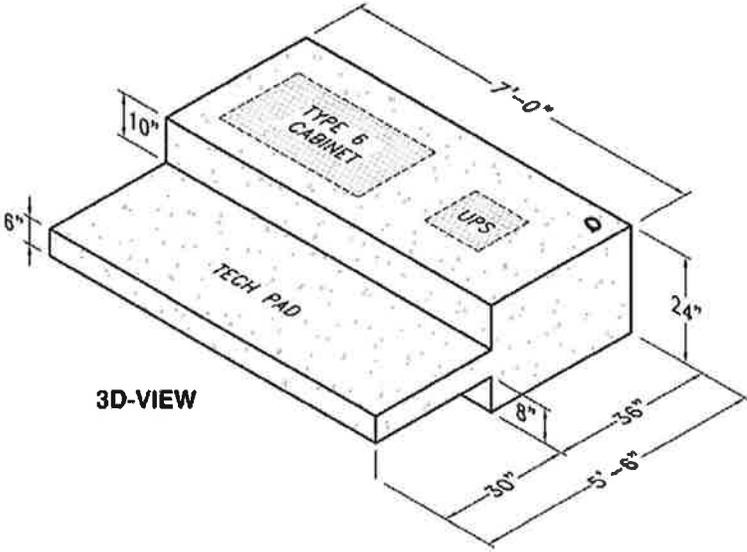
- 6.1 Generator shall be a Portable Honda EU 3000iS generator 3000W, 120V super quiet, with inverter that provides stable power for computer equipment, and convenient electric start.
- 6.2 Generator shall be fuel efficient up to 20 hours on 3.4 gallons of gas.
- 6.3 Include the Honda EU 3000 Wheel Kit and a 30 foot generator cord with #8 wire S.O. cable design having a 30 amp generator plugs with a male and female ends.

## **7. Intelligent Transportation System (ITS) Components**

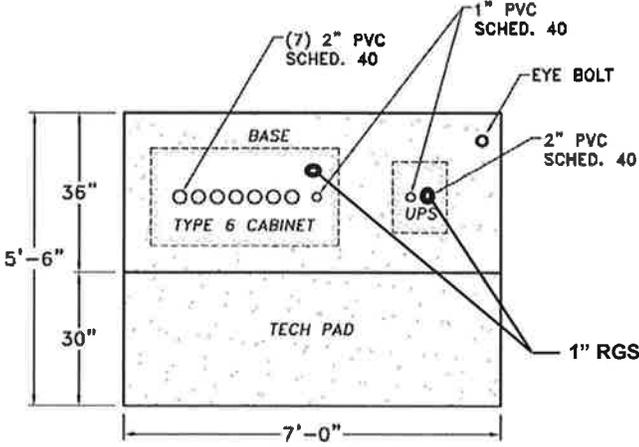
- 7.1 Managed Field Ethernet Switch shall be the Brocade ICX 7150-C12P Compact Switch with two (2) Brocade 1000BASE-LX SFP transceivers, or approved equal as determined by the Traffic Operations Manager.
- 7.2 See separate Brevard County Intelligent Transportation System Specifications for additional requirements related to ITS components, if applicable. Additional components might include Fiber Optic Cable, a Managed Network Switch/Router, CCTV camera, ITS vehicle detection system, and Adaptive Signal Control system equipment.

**Brevard County Traffic Engineering  
Supplemental Specifications for Signalization and Highway Lighting**

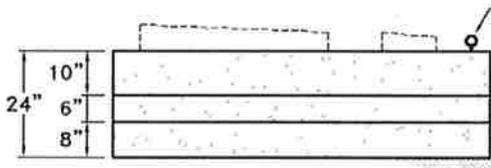
**Exhibit A – Concrete Cabinet Base**



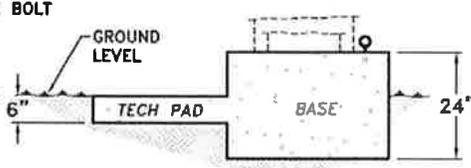
**3D-VIEW**



**TOP VIEW**



**FRONT VIEW**



**RIGHT-SIDE VIEW**

**Brevard County  
Traffic Operations**



**SIGNALIZATION GENERAL NOTES**

**April 25, 2018**

1. EQUIPMENT, INSTALLATION, AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SPECIFICATIONS AND THE FOLLOWING, UNLESS OTHERWISE NOTED.
  - a. FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
  - b. FDOT DESIGN MANUAL, LATEST EDITION.
  - c. BREVARD COUNTY SUPPLEMENTAL SPECIFICATIONS FOR SIGNALIZATION AND HIGHWAY LIGHTING, APRIL 10, 2018.
  - d. IF CONFLICTS ARISE, THE BREVARD COUNTY SUPPLEMENTAL SPECIFICATIONS SHALL GOVERN.
2. THE MAINTAINING AGENCY IS BREVARD COUNTY TRAFFIC OPERATIONS. THE CONTRACTOR SHALL NOTIFY THE MAINTAINING AGENCY AT LEAST 72 HOURS BEFORE BEGINNING TRAFFIC SIGNAL RELATED WORK (321-455-1440).
3. THE CONTRACTOR SHALL MAINTAIN THE TRAFFIC SIGNAL DURING THE PROJECT, FROM THE TIME WORK BEGINS OR ANY GROUND IS BROKEN ON SITE UNTIL FINAL ACCEPTANCE.
4. IN THE EVENT THAT PERMANENT VEHICLE DETECTION IS DISRUPTED, THE CONTRACTOR SHALL PROVIDE AN ALTERNATE MEANS OF DETECTION TO ALL LANES APPROACHING THE INTERSECTION, SEPARATING EACH MOVEMENT WHICH PREVIOUSLY HAD DETECTION.
5. THE CONTRACTOR SHALL HAVE AN IMSA LEVEL II CERTIFIED SIGNAL TECHNICIAN ON CALL WITHIN A MAXIMUM OF TWO HOURS RESPONSE TIME.
6. THE CONTRACTOR SHALL COORDINATE THE FINAL ACCEPTANCE INSPECTION IN ACCORDANCE WITH FDOT SPECIFICATION 611-2.2 WITH BOTH THE ENGINEER OF RECORD AND THE MAINTAINING AGENCY AT LEAST TEN DAYS IN ADVANCE SO THAT THEY CAN BE PRESENT. SIGNAL INSTALLATION INSPECTION REQUIREMENTS SHALL BE IN ACCORDANCE WITH FDOT SPECIFICATION 105-8.9.
7. THE CONTRACTOR IS REQUIRED TO SUBMIT ONE (1) ELECTRONIC COPY AND ONE (1) HARD COPY OF THE AS-BUILT DRAWINGS TO BREVARD COUNTY TRAFFIC OPERATIONS PRIOR TO INSPECTION OF THE COMPLETE TRAFFIC CONTROL SIGNAL AND DEVICE INSTALLATION. THE AS-BUILT DOCUMENTATION AND COMPONENTS SHALL BE IN ACCORDANCE WITH FDOT SPECIFICATION 611-2.3.
8. THE CONTRACTOR IS REQUIRED TO PERFORM FIELD TESTS OF INSTALLATIONS IN ACCORDANCE WITH FDOT SPECIFICATION 611-4.
9. CHANGES IN THE PLACEMENT OF VEHICLE DETECTION LOOPS, ZONES OR ANY PART OF THE SIGNALIZATION PLANS ARE PROHIBITED, UNLESS WRITTEN APPROVAL IS OBTAINED FROM BREVARD COUNTY TRAFFIC OPERATIONS MANAGER OR THEIR DESIGNATED REPRESENTATIVE.

10. DETECTOR UNIT RACKS SHALL BE PLAINLY LABELED BY DETECTOR AND PHASE IN ACCORDANCE WITH THE SIGNAL-OPERATING PLAN AND NEMA STANDARD.
11. ALL SIGNAL HEADS SHALL HAVE TUNNEL VISORS, LED DISPLAYS, AND RETRO-REFLECTIVE BACKPLATES.
12. ALL VEHICULAR SIGNAL HEADS SHALL BE BLACK ALL POLYCARBONATE. FOR SPANWIRE INSTALLATIONS, THE TOP SECTION OF THE THREE-SECTION HEADS SHALL BE REINFORCED WITH A STAINLESS STEEL PLATE. ALL FIVE-SECTION SIGNAL HEADS SHALL OPEN AWAY FROM THE CENTER OF THE SIGNAL HEAD FOR SERVICE ACCESS.
13. FOR SPANWIRE INSTALLATIONS, FIVE SECTION SIGNAL HEADS SHALL BE LIGHTWEIGHT WITH AN ALUMINUM TOP SECTION.
14. PEDESTRIAN FACILITIES SHALL NOT BE OBSTRUCTED BY SIGNAL EQUIPMENT AND SHALL MEET ALL ADA REQUIREMENTS.
15. THE CONTROLLER CABINET SHALL BE ORIENTED SO THAT THE DOOR OPENS AWAY FROM THE INTERSECTION.
16. THE CONTRACTOR SHALL HAND DIG THE FIRST FOUR (4) FEET AT EACH POLE LOCATION AND TWO (2) FEET AT EACH PEDESTAL LOCATION TO VERIFY NO UTILITIES CONFLICTS.
17. THE CONTRACTOR SHALL VERIFY COLOR CODES FOR BOTH SIGNAL CABLE AND INTERCONNECT CABLE WITH BREVARD COUNTY BEFORE ORDERING.
18. EQUIPMENT SHALL MEET THESE FUNCTIONAL SPECIFICATIONS OR REQUIREMENTS:
  - a. SIGNAL CONTROLLERS AND CABINETS – CABINET SHALL BE OF NEMA TS-2 TYPE 1 CONFIGURATION OF THE TRAFFICWARE DESIGN. EQUIPMENT SHALL BE COMPATIBLE WITH BREVARD COUNTY ATMS SYSTEM UTILIZING THE TRAFFICWARE ATMS.NOW SOFTWARE.
  - b. UNINTERRUPTIBLE POWER SUPPLIES – UPS UNITS SHALL INCLUDE AN ETHERNET REMOTE MANAGEMENT MODULE AND BE IP ADDRESSABLE. UNITS SHALL PROVIDE REMOTE HTTP WEB PAGE MANAGEMENT. A MINIMUM OF 1100 VA CAPACITY (9.1 AMPS OUTPUT) IS REQUIRED. UNITS SHALL PROVIDE VOLTAGE REGULATION IN VARIABLE POWER CONDITIONS. ADDITIONALLY, BATTERIES SUPPLIED WITH THE SYSTEM SHALL BE 100 AMP HOUR MINIMUM GAS MAT CONSTRUCTION.
  - c. GENERATORS - ES3000iS HONDA 3000WATT, 120V ELECTRIC START WITH INVERTER THAT PROVIDES STABLE POWER FOR COMPUTER EQUIPMENT.
  - d. TRAFFIC SIGNAL SERVICE PANEL – MEETING SPECIFICATIONS OF SQUARE D QO SERIES WITH LIGHTNING ARRESTER TERMINATED UNDER SEPARATE LUG AS REQUIRED BY NFPA 70, NATIONAL ELECTRICAL CODE.
  - e. TRAFFIC SIGNAL HEADS SHALL INCLUDE MINIMUM OF FIVE BOLTS CONNECTING THE BLACK POLYCARBONATE SIGNAL SECTIONS IN ADDITION TO THE TRI-STUD COUPLING. ADDITIONALLY, THE TOP SECTION SHALL INCLUDE A STAINLESS STEEL REINFORCEMENT PLATE TO STRENGTHEN THE TRI-STUD ATTACHMENT (REFER TO NOTE 13 FOR 5-SECTION SIGNAL HEAD).

- f. PEDESTRIAN SIGNAL INDICATIONS SHALL BE 16" x 18" AND INCLUDE A LED COUNTDOWN DISPLAY.
  - g. PEDESTRIAN SIGNAL ASSEMBLIES SHALL BE BLACK POLYCARBONATE. THE MOUNTING ARMS SHALL BE EITHER POLYCARBONATE OR ALUMINUM. THE SIGNAL HEAD SHALL HAVE (2) – ¼" WEEP HOLES PLACED IN THE BOTTOM.
  - h. PEDESTRIAN DETECTORS SHALL BE PIEZO ACTIVATED AND INCLUDE A MOMENTARY INDICATOR AND AUDIBLE TONE AS THE POLARA BULLDOG DETECTOR PROVIDES, DETECTOR HOUSING SHALL HAVE (1) - ¼" WEEP HOLE PLACED IN THE BOTTOM.
  - i. VIDEO DETECTION - AUTOSCOPE VISION HD – THE VIDEO DETECTION SYSTEM SHALL UTILIZE A THREE-WIRE BROADBAND OVER POWER CONNECTION BETWEEN OVERHEAD VIDEO CAMERA-PROCESSOR AND CONTROLLER CABINET. NO COAXIAL CABLE CONNECTION WILL BE ACCEPTED. VIDEO PROCESSING SHALL BE PERFORMED IN THE OVERHEAD MOUNTED VIDEO UNITS. VIDEO DETECTION SYSTEM SHALL BE INSTALLED TO MANUFACTURER DESIGN SPECIFICATIONS AND SHALL CONFORM TO THE NEMA TS2 STANDARD. NO OTHER VIDEO DETECTION SYSTEM WILL BE ACCEPTED.
  - j. VIDEO DETECTION - GRIDSMART – THE VIDEO DETECTION SYSTEM SHALL UTILIZE A TWO CAMERA SYSTEM, MANUFACURER APPROVED SHIELDED INSULATED ETHERNET CABLE WILL BE USED FROM CAMERA TO CONTROLLER CABINET. THE VIDEO DETECTION SYSTEM SHALL BE INSTALLED AS TO MANUFATURER DESIGN SPECIFICATIONS AND SHALL CONFORM TO THE NEMA TS2 STANDARD. NO OTHER VIDEO DETECTION SYSTEM WILL BE ACCEPTED.
  - k. ILLUMINATED STREET NAME SIGNS – SHALL BE LED ILLUMINATED, WITH A SINGLE PHOTOCCELL PROVIDING NIGHT/DAY CONTROL FOR ALL SIGNS WITHIN THE INTERSECTION.
19. DISCONNECTS SHALL BE 18 CIRCUIT TERMINAL BLOCK SO THAT EACH WIRE OF A SIGNAL CABLE CAN BE TERMINATED UNDER A COMPRESSION TYPE SCREW. ALL SPARES ARE TO BE TERMINATED TO TERMINAL BLOCK OVERHEAD.
20. IN SPAN MOUNTED INSTALLATIONS, SIGNAL HEADS SHALL BE WIRED DIRECTLY TO THE TERMINAL BLOCK WITHOUT USING "CINCH JONES" PLUGS. DROP HANGERS SHALL BE TRI-STUD AND SERRATED. ADJUSTABLE DROP PIPES ARE PROHIBITED.
21. A MINIMUM OF SIX (6) INCHES OF SLACK SHALL BE PLACED IN THE CONDUCTORS WHICH BYPASS HANGERS OR DISCONNECTS IN ORDER TO PREVENT CHAFFING AND TO PROVIDE FOR SERVICEABILITY.
22. IN SPAN-MOUNTED INSTALLATIONS, TWO RUNS OF 16-CONDUCTOR SIGNAL CABLE SHALL BE PROVIDED FOR FUTURE EXPANSION. PEDESTRIAN HEADS AND PUSH BUTTON DETECTORS SHALL BE CABLED WITH 12-CONDUCTOR CABLE AND SHALL HAVE AT LEAST TWO SPARE WIRES FOR EACH HEAD OR BUTTON.
23. IN MAST ARM INSTALLATIONS, A SEPARATE CABLE SHALL BE RUN FROM MAST ARM BASE TO EACH SIGNAL HEAD. ALL VEHICULAR SIGNAL HEADS SHALL BE PROVIDED WITH THREE SPARE WIRES. PEDESTRIAN SIGNALS SHALL BE CONNECTED WITH A 5-CONDUCTOR CABLE AND PEDESTRIAN PUSH BUTTONS SHALL BE CONNECTED WITH A MINIMUM OF 3- CONDUCTOR CABLE. BELDEN WIRE ARE PROHIBITED.

24. BASKET TYPE CABLE STRAIN RELIEF SHALL BE UTILIZED TO SUSPEND CABLES FROM THE J-HOOK OF MAST ARM ASSEMBLIES. A MINIMUM OF SIX (6) FEET OF SLACK IN SIGNAL CONDUCTOR CABLES SHALL BE PLACED WITHIN THE UPRIGHT BASE SUCH THAT THE TERMINAL BLOCK CAN BE REMOVED FROM THE UPRIGHT TO ALLOW FOR TROUBLE SHOOTING.
25. ALL CABLING SHALL BE LABELED BY CABLE AND BY WIRE. INTERCONNECT CABLING SHALL INDICATE DIRECTION AND NEXT TERMINATED CABINET. ALL SPARES SHALL BE LABELED AS SPARES IN ASSOCIATED RUN SUCH AS "WB ARM" FOR THE WESTBOUND MASTARM SPARES. LABELING SHALL BE ATTACHED TO CABLE NEAR THE TERMINATION POINT.
26. CABINET WIRING SHALL BE NEATLY BUNDLED, SEPARATED, AND LABELED MAST ARM ASSEMBLIES SHALL BE UNPAINTED, GALVANIZED STEEL UNLESS DIRECTED DIFFERENTLY BY THE TRAFFIC OPERATIONS MANAGER.
27. TWO CONDUIT RUNS SHALL BE PROVIDED BETWEEN EACH POLE AND THE CABINET ENTRY PULL BOX. PULL STRINGS ARE TO BE INSTALLED IN ALL SPARE CONDUITS. AT MINIMUM, THERE SHALL BE SEVEN (7) 2-INCH CONDUITS ENTERING THE CABINET AS FOLLOWS: (2-SIGNAL CABLE, 1-PEDESTRIAN CABLE, 1-COMMUNICATIONS, 1-DETECTOR, AND 2-SPARE FROM THE CABINET TO THE NEAREST PULL BOX). TWO 1" CONDUITS TO INCLUDE: (1) RIGID GALVANIZED STEEL (RGS) ELECTRICAL SERVICE PER FDOT SPECIFICATION 630 – CONDUIT AND (1) PVC FOR GROUND RODS.
28. PEDESTRIAN CABLE ASSEMBLIES SHALL BE CONTINUOUS FROM MOUNTING LOCATION TO CONTROL CABINET OR MAST ARM UPRIGHT. SPlicing WILL NOT BE ACCEPTED IN INTERMEDIATE LOCATIONS OR DISCONNECT HANGERS WITHOUT PRIOR WRITTEN APPROVAL FROM BREVARD COUNTY TRAFFIC OPERATIONS.
29. THE TRAFFIC OPERATIONS MANAGER, OR DESIGNATED REPRESENTATIVE, RESERVES THE RIGHT TO MAKE FIELD ADJUSTMENTS, IN WRITING.
30. THE CONTRACTOR SHALL FURNISH AND INSTALL GROUNDING AND LIGHTNING PROTECTION IN ACCORDANCE WITH FDOT SPECIFICATION 620. THE BREVARD COUNTY TRAFFIC SYSTEMS SUPERVISOR, OR DESIGNATED REPRESENTATIVE, SHALL BE PRESENT WHEN GROUND RODS ARE INSTALLED. CONTRACTOR SHALL SUBMIT ALL TEST REPORT DATA TO BREVARD COUNTY PRIOR TO FINAL ACCEPTANCE.
31. ELECTRICAL SERVICE REQUIRES A METER CAN, PER FPL SPECIFICATIONS, AS FOLLOWS:
  - A. ALL METER SOCKETS (METER ENCLOSURES) ARE TO BE PROVIDED AND INSTALLED BY THE CUSTOMER AND SHALL BE LISTED ON FPL'S APPROVED METER ENCLOSURE LIST.
  - B. THE METER ENCLOSURE SHOULD BE MARKED WITH THE ADDRESS AND IDENTIFIED AS A TRAFFIC SIGNAL SERVICE.
  - C. ALL TRAFFIC SIGNAL PLANS NEED TO INCLUDE A RISER DIAGRAM FOR THE NEW SERVICE.

- d. SERVICE TO TRAFFIC SIGNALS WILL BE 120V TO GROUND UNLESS SPECIFIED OTHERWISE. FEE FOR UNDERGROUND SERVICE SHALL BE PER THE CURRENT FPL TARIFF AND NEEDS TO BE PAID A MINIMUM THREE WEEKS PRIOR TO SERVICE CONNECTION. THE CONTRACTOR MUST PROVIDE AND INSTALL TRAFFIC SIGNAL HAND HOLE AT THE BASE OF DESIGNATED FPL POLE WITH 2" CONDUIT FROM HAND HOLE TO A 90 DEGREE BEND AT BASE OF POLE. HAND HOLE AND CONDUIT MUST BE INSTALLED TWO WEEKS PRIOR TO INSTALLATION OF FPL U-GUARD AND SERVICE CONDUCTOR UP THE POLE. IF LOCATION IS SERVED BY BURIED ELECTRIC, CONTACT FPL RELOCATION COORDINATOR TO COORDINATE CONNECTION OF ELECTRIC SERVICE.
32. PULL, SPLICE, AND JUNCTION BOX INSTALLATIONS AND RELOCATIONS SHALL MEET THE REQUIREMENTS OF FDOT SPECIFICATION 635 AND FDOT INDEX 635. SEPARATE PULL BOXES SHALL BE PROVIDED FOR SIGNAL, COMMUNICATION AND POWER CABLES.
33. AN ANTI-SIEZE COMPOUND SHALL BE APPLIED TO THE THREADS OF ALL NUTS, BOLTS, AND ATTACHMENT HARDWARE WHICH ARE EXPOSED TO WEATHER.
34. A CONTACT PASTE SHALL BE APPLIED TO ALL CONNECTIONS INSIDE THE SERVICE DISCONNECT.
35. THE COUNTY SHALL HAVE FIRST RIGHT TO ANY EQUIPMENT DESIGNATED TO BE REMOVED FROM THE SITE. THE CONTRACTOR SHALL DELIVER ANY CLAIMED EQUIPMENT TO BREVARD COUNTY TRAFFIC OPERATIONS 580 MANOR DRIVE, MERRITT ISLAND, FLORIDA. ANY EQUIPMENT NOT CLAIMED BY BREVARD COUNTY SHALL BE DISPOSED OF PROPERLY BY THE CONTRACTOR, PER FDOT SPECIFICATION.
36. EXISTING SECTION CORNERS, 1/4 SECTION CORNERS, PROPERTY CORNERS, OR MONUMENTS TO BE DISTURBED BY CONSTRUCTION SHALL BE REFERENCED AND RESET BY A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA.
37. THE CONTRACTOR SHALL PROTECT ALL GEODETIC MONUMENTS. IF ANY MONUMENTS ARE TO BE DISTURBED, THE CONTRACTOR SHALL NOTIFY:  
NATIONAL OCEAN SERVICE ADVISOR  
BUREAU OF SURVEYING AND MAPPING  
3900 COMMONWEALTH BOULEVARD, MS 105  
TALLAHASSEE, FL 32303  
850-245-2606
38. THE LOCATIONS OF KNOWN UTILITIES SHOWN ON THE PLAN ARE APPROXIMATE ONLY; EXACT LOCATIONS OF UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING, NOTIFYING, AND LOCATING ALL EXISTING UTILITIES WITHIN THE LIMITS OF CONSTRUCTION. ANY UTILITY RELOCATION REQUIRED AFTER THE NOTICE TO PROCEED WILL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO COMPENSATION WILL BE CONSIDERED.
39. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY ALL UTILITIES IN THE AREA THAT MAY BE AFFECTED BY THE WORK. THIS IS IN ADDITION TO THE REQUIREMENT OF CONTACTING "SUNSHINE 811" AT (800) 432-4770.

Traffic Signal Construction, Rehabilitation and Maintenance

Bid # B-4-18-52 Exhibit B Price Sheet

Brevard County Traffic Signal Construction, Rehabilitation & Maintenance Contract

No.	Item	Description	Action	Quantity	Units	Unit Price
1	102-1a	Police Officer during MOT (per officer per hour)	F	1	HR	66.87
2	102-99	Changeable-Variable Message Sign, Temporary	F/I	1	ED	103.34
3	102-104-002	Adjust existing signal head	F/I	1	EA	40.39
4	102-107	Temporary traffic Detection, Intersection	F/I	1	EA	583.44
5	400-2-15	Concrete Class II, Miscellaneous	F/I	1	SY	96.63
6	522-1	Concrete Sidewalk, 4"	F/I	1	SY	71.03
7	522-2	Concrete Sidewalk, 6"	F/I	1	SY	80.39
8	575-1-1	Sod, Bahia	F/I	1	SY	6.19
9	575-1-2	Sod, St. Augustine	F/I	1	SY	6.46
10	580-332-2	Tree Removal/Trimming, per 25'	F/I	1	EA	161.65
11	620-1-1	Grounding Electrode Per Install (Non Inclusive)	F/I	1	LF	8.73
12	630-1-11	Conduit, Above Ground	F/I	1	LF	26.45
13	630-1-12	Conduit, Underground	F/I	1	LF	8.28
15	630-1-13	Conduit, Under Pavement	F/I	1	LF	18.02
16	630-1-15	Conduit, Bridge Mounted	F/I	1	LF	14.80
17	630-1-17	Conduit, Directional Bore	F/I	1	LF	18.02
18	632-6-1-3	Cable - Signal, 3-Conductor	F/I	1	LF	1.24
19	632-6-1-5	Cable - Signal, 5-Conductor	F/I	1	LF	2.04
20	632-6-1-7	Cable - Signal, 7-Conductor	F/I	1	LF	2.04
21	632-6-1-12	Cable - Signal, 12-Conductor	F/I	1	LF	2.58
22	632-6-1-16	Cable - Signal, 16-Conductor	F/I	1	LF	3.46
23	632-6-3	Cable - Signal, Install Only	F/I	1	LF	1.62
24	632-7-1	Signal Cable	F/I	1	PI	8,075.58
25	632-8-111	Aerial Interconnect	F/I	1	LF	2.76
26	632-8-311	Aerial Interconnect Cable	IO	1	LF	0.80
27	632-8-112	Underground Interconnect	F/I	1	LF	2.76
28	632-8-312	Underground Interconnect	IO	1	LF	0.80
29	634-4-112	Span Wire Assembly, Diagonal, (< 200'), 3/8"	F/I	1	PI	2,615.98
30	634-4-112A	Span Wire Assembly, Diagonal, (>= 200'), 3/8"	F/I	1	PI	2,876.16
31	634-4-112B	Temp. Span, Each Direction (including poles), 3/8"	F/I	1	AS	1,974.99
32	634-4-113	Span Wire Assembly, Box, (< 400'), 3/8"	F/I	1	PI	3,474.58
33	634-4-113A	Span Wire Assembly, Box, (>= 400'), 3/8"	F/I	1	PI	4,401.77
34	634-5-1	Fiberglass Insulator	F/I	1	LF	44.75
35	634-6-1	Messenger Wire 3/8"	F/I	1	LF	6.41
36	624-7	Cable Adjust, Tighten Span	F/I	1	EA	484.90
37	635-1-11	Pull & Junction Box, Ground Mounted, 24x14x12	F/I	1	EA	443.87
38	635-1-11B	Pull & Junction Box, Ground Mounted w/ Apron 24x14x12	F/I	1	EA	822.94
39	635-1-11C	Fiber pull box 24x14x12	F/I	1	EA	443.87
40	635-1-11D	Fiber vault 36x24x18	F/I	1	EA	1,127.38
41	635-1-12	Pull & Junction Box, Aerial 12x12x4	F/I	1	EA	145.82

Traffic Signal Construction, Rehabilitation and Maintenance  
 Bid # B-4-18-52 Exhibit B Price Sheet

42	639-1-12	Electrical power serv., overhead	F/I	1	AS	1,182.85
43	639-1-22	Electrical power serv., underground	F/I	1	AS	1,080.57
44	639-1-12A	Electrical power serv., overhead no meter - FPL Area	F/I	1	AS	1,182.85
45	639-1-22A	Electrical power serv., underground no meter - FPL Area	F/I	1	AS	1,080.57
46	639-2-1	Electrical Service Wire	F/I	1	LF	2.66
47	639-4-1	Emergency Generator, F&I Honda 3000 IS Inverter	F/I	1	EA	2,862.02
48	641-1	Guying Concrete Strain Pole	F/I	1	AS	617.38
49	641-13-136	Strain pole conc., 36' Type N IV	F/I	1	EA	2,126.47
50	641-13-136A	Strain pole conc., 36' Type N IV	IO	1	EA	1,498.99
51	641-13-136B	Strain pole conc., 36' Type N IV	F	1	EA	1,600.13
52	641-13-140	Strain pole conc., 40' Type N IV	F/I	1	EA	2,217.53
53	641-13-140A	Strain pole conc., 40' Type N IV	IO	1	EA	1,498.99
54	641-13-140B	Strain pole conc., 40' Type N IV	F	1	EA	1,691.19
55	641-14-136	Strain pole conc., 36' Type N V	F/I	1	EA	2,256.56
56	641-14-136A	Strain pole conc., 36' Type N V	IO	1	EA	1,498.99
57	641-14-136B	Strain pole conc., 36' Type N V	F	1	EA	1,730.22
58	641-14-140	Strain pole conc., 40' Type N V	F/I	1	EA	2,347.63
59	641-14-140A	Strain pole conc., 40' Type N V	IO	1	EA	1,498.99
60	641-14-140B	Strain pole conc., 40' Type N V	F	1	EA	2,107.49
61	641-14-144	Strain pole conc., 44' Type N V	F/I	1	EA	3,895.29
62	641-74-144A	Strain pole conc., 44' Type N V	IO	1	EA	1,891.88
63	641-14-144B	Strain pole conc., 44' Type N V	F	1	EA	2,133.50
64	641-14-148	Strain pole conc., 48' Type N V	F/I	1	EA	4,012.38
65	641-14-148A	Strain pole conc., 48' Type N V	IO	1	EA	1,891.88
66	641-14-148B	Strain pole conc., 48' Type N V	F	1	EA	2,146.51
67	641-15-146	Strain pole conc., 46' Type N VI	F/I	1	EA	4,103.44
68	641-14-146A	Strain pole conc., 46' Type N VI	IO	1	EA	1,891.88
69	641-15-146B	Strain pole conc., 46' Type N VI	F	1	EA	2,211.56
70	641-15-148	Strain pole conc., 48' Type N VI	F/I	1	EA	4,168.49
71	641-15-148A	Strain pole conc., 48' Type N VI	IO	1	EA	1,891.88
72	641-15-148B	Strain pole conc., 48' Type N VI	F	1	EA	2,276.60
73	641-15-152	Strain pole conc., 52' type N VI	F/I	1	EA	4,298.58
74	641-14-152A	Strain pole conc., 52' type N VI	IO	1	EA	1,891.88
75	641-15-152B	Strain pole conc., 52' type N VI	F	1	EA	2,406.70
76	641-16-146	Strain pole conc., 46' Type N VII	F/I	1	EA	4,428.67
77	641-16-146A	Strain pole conc., 46' Type N VII	IO	1	EA	1,891.88
78	641-16-146B	Strain pole conc., 46' Type N VII	F	1	EA	2,406.70
79	641-16-148	Strain pole conc., 48' Type N VII	F/I	1	EA	4,493.72
80	641-16-148A	Strain pole conc., 48' Type N VII	I/O	1	EA	1,891.88
81	641-16-148B	Strain pole conc., 48' Type N VII	F	1	EA	2,601.83
82	641-16-152	Strain pole conc., 52' Type N VII	F/I	1	EA	4,688.85
83	641-16-152A	Strain pole conc., 52' Type N VII	IO	1	EA	1,891.88
84	641-16-152B	Strain pole conc., 52' Type N VII	F	1	EA	2,796.97
85	641-16-154	Strain pole conc., 54' Type N VII	F/I	1	EA	4,779.92
86	641-16-154A	Strain pole conc., 54' Type N VII	IO	1	EA	1,891.88

Traffic Signal Construction, Rehabilitation and Maintenance  
 Bid # B-4-18-52 Exhibit B Price Sheet

87	641-16-154B	Strain pole conc., 54' Type N VII	F	1	EA	2,888.04
88	641-16-156	Strain pole conc., 56' Type N VII	F/I	1	EA	4,864.48
89	641-16-156A	Strain pole conc., 56' Type N VII	IO	1	EA	1,891.88
90	641-16-156B	Strain pole conc., 56' Type N VII	F	1	EA	2,972.60
91	641-41-112	Strain pole conc., 12' type NI	F/I	1	EA	918.94
92	643-1	Strain poles guying wood	F/I	1	EA	698.25
93	643-130	Strain poles wood, 30'	F/I	1	EA	712.75
94	643-135	Strain poles wood, 35'	F/I	1	EA	777.80
95	643-140	Strain poles wood, 40'	F/I	1	EA	842.85
96	647-A	Foundation Design	F	1	EA	1,094.23
97	647-B	Geotechnical Testing for foundations	F	1	PI	1,823.72
98	647-C	Pre-Excavation (per structure)	F	1	EA	301.01
99	647-D	Vacuum Excavation / Soft Dig (per structure)	F	1	EA	301.01
100	647-E	Structure Adjustment (per hour)	F	1	HR	242.48
101	647-F	Foundation Inspection	F	1	PI	1,823.72
102	647-G	Signal Technician (per hour)	F	1	HR	80.83
103	647-H	Inspection tube for foundations (per FDOT)	F/I	1	LF	13.16
104	648-1A	48" conc. found. for strain poles, PF	F/I	1	LF	669.32
105	648-1B	48" conc. found. for mast arms, PF	F/I	1	LF	1,286.53
106	648-1C	54" conc. found. for mast arms, PF	F/I	1	LF	1,286.53
107	648-1D	Paint mast arm per assembly (single)	F/I	1	EA	3,752.09
108	648-1E	Paint mast arm per assembly (double)	F/I	1	EA	5,369.06
109	649-31-201	Steel mast arm assembly (E1 arm, T1 pole)	F/I	1	EA	14,217.94
110	649-31-202	Steel mast arm assembly (E3 arm, T2 pole)	F/I	1	EA	17,801.96
111	649-31-203	Steel mast arm assembly (E5 arm, T3 pole)	F/I	1	EA	25,301.75
112	649-31-204	Steel mast arm assembly (E6 arm, T4 pole)	F/I	1	EA	29,802.92
113	649-31-205	Steel mast arm assembly (E7 arm, T6 pole)	F/I	1	EA	30,202.30
114	649-31-299	Steel mast arm assembly (no arm, T1 32' pole)	F/I	1	EA	23,045.37
115	649-32-201	Steel mast arm assembly (E1 arm, T1 pole)	F	1	EA	10,296.76
116	649-32-202	Steel mast arm assembly (E3 arm, T2 pole)	F	1	EA	13,880.78
117	649-32-203	Steel mast arm assembly (E5 arm, T3 pole)	F	1	EA	21,380.57
118	649-32-204	Steel mast arm assembly (E6 arm, T4 pole)	F	1	EA	25,881.74
119	649-32-205	Steel mast arm assembly (E7 arm, T6 pole)	F	1	EA	26,281.12
120	650-1-111A	Signal lens only - 12" red LED ball	F/I	1	EA	100.23
121	650-1-111B	Signal lens only - 12" red LED ball	F	1	EA	59.84
122	650-1-111C	Signal lens only - 12" yellow LED ball	F/I	1	EA	113.24
123	650-1-111D	Signal lens only - 12" yellow LED ball	F	1	EA	72.85
124	650-1-111E	Signal lens only - 12" green LED ball	F/I	1	EA	127.55
125	650-1-111F	Signal lens only - 12" green LED ball	F	1	EA	87.16
126	650-1-111G	Signal lens only - 12" red LED arrow	F/I	1	EA	97.63
127	650-1-111H	Signal lens only - 12" red LED arrow	F	1	EA	57.24
128	650-1-111I	Signal lens only - 12" yellow LED arrow	F/I	1	EA	97.63
129	650-1-111J	Signal lens only - 12" yellow LED arrow	F	1	EA	57.24
130	650-1-111K	Signal lens only - 12" green LED arrow	F/I	1	EA	117.14
131	650-1-111L	Signal lens only - 12" green LED arrow	F	1	EA	76.75

Traffic Signal Construction, Rehabilitation and Maintenance  
 Bid # B-4-18-52 Exhibit B Price Sheet

132	650-1-111M	Install LEDs (per section)	IO	1	EA	40.39
133	650-1-111N	Install LEDs (per 3-section head)	IO	1	EA	101.02
134	650-1-111O	Install LEDs (per 5-section head)	IO	1	EA	121.19
135	650-1-111P	Signal lens only - countdown pedestrian LED	F/I	1	EA	367.03
136	650-1-111Q	Signal lens only - countdown pedestrian LED	F	1	EA	286.20
137	650-1-111R	Signal lens only - countdown pedestrian LED	IO	1	EA	40.39
138	650-99A	Relocate Confirmation Light	IO	1	EA	161.65
139	650-51-112A	Traffic Signal, 1 Section, 1 Way, Mast, Poly w/LED's	F/I	1	EA	731.84
140	650-51-112B	Traffic Signal, 1 Section, 1 Way, Span, Poly w/LED's	F/I	1	EA	622.24
141	650-51-122A	Traffic Signal, 1 Section, 2 Way, Mast, Poly w/LED's	F/I	1	EA	1,025.85
142	650-51-122B	Traffic Signal, 1 Section, 2 Way, Span, Poly w/LED's	F/I	1	EA	916.24
143	650-51-132A	Traffic Signal, 1 Section, 3 Way, Mast, Poly w/LED's	F/I	1	EA	1,072.68
144	650-51-132B	Traffic Signal, 1 Section, 3 Way, Span, Poly w/LED's	F/I	1	EA	1,086.66
145	650-51-312A	Traffic Signal, 3 Section, 1 Way, Mast, Poly w/LED's	F/I	1	EA	931.86
146	650-51-312B	Traffic Signal, 3 Section, 1 Way, Span, Poly w/LED's	F/I	1	EA	928.11
147	650-51-322A	Traffic Signal, 3 Section, 2 Way, Mast, Poly w/LED's	F/I	1	EA	1,587.52
148	650-51-322B	Traffic Signal, 3 Section, 2 Way, Span, Poly w/LED's	F/I	1	EA	1,568.35
149	650-51-412A	Traffic Signal, 4 Section, 1 Way, Mast, Poly w/LED's	F/I	1	EA	1,263.60
150	650-51-412B	Traffic Signal, 4 Section, 1 Way, Span, Poly w/LED's	F/I	1	EA	1,314.48
151	650-51-413A	Traffic Signal, 4 Section, 1 Way, Mast, Poly, 3M Optically Prog.	F/I	1	EA	5,459.72
152	650-51-413B	Traffic Signal, 4 Section, 1 Way, Span, Poly, 3M Optically Prog.	F/I	1	EA	5,402.15
153	650-51-511A	Traffic Signal, 5 Section, 1 Way, Mast, Poly w/LED's	F/I	1	EA	1,361.32
154	650-51-511B	Traffic Signal, 5 Section, 1 Way, Span, Poly w/LED's	F/I	1	EA	1,492.78
155	650-51-512A	Traffic Signal, 5 Section, 1 Way, Mast, Poly, 3M Optically Prog.	F/I	1	EA	6,565.50
156	650-51-512B	Traffic Signal, 5 Section, 1 Way, Span, Poly, 3M Optically Prog.	F/I	1	EA	6,507.93
157	650-53	Traffic Signal Install	IO	1	EA	484.90
158	650-54	Traffic Signal, Relocate	F/I	1	AS	404.03
159	650-55	Traffic Signal, Retrofit Existing Extrusion Hanger Assembly to Pivotal Hanger	IO	1	EA	583.44
160	653-111	Signal ped Inc., int. sym.	F/I	1	EA	137.96
161	653-311	Signal ped Inc., int. sym.	IO	1	EA	40.39
162	653-112	Signal ped Inc., int. sym. 2W	F/I	1	EA	80.83
163	653-191	Signal ped Inc., LED-Countdown 1 direction	F/I	1	EA	736.45
164	653-192	Signal ped Inc., LED-Countdown, 2 direction	F/I	1	EA	1,393.18
165	653-312	Signal ped Inc., int. sym. 2W	IO	1	EA	80.83
166	653-391	Signal ped Inc., LED-Countdown	IO	1	EA	129.31
167	653-392	Signal ped Inc., LED-Countdown	IO	1	EA	258.61
168	659-101	Signal back plates 3 sec head with retroreflective trim	F/I	1	EA	184.90
169	659-101A	Signal back plates 3 sec head with retroreflective trim	F	1	EA	120.22
170	659-102	Signal back plates 5 sec head with retroreflective trim	F/I	1	EA	251.29
171	659-102A	Signal back plates 5 sec head with retroreflective trim	F	1	EA	146.24
172	659-104	Traffic Signal, Retrofit Auxiliaries, Pivotal Hanger Assembly	F/I	1	EA	1,298.94

Traffic Signal Construction, Rehabilitation and Maintenance  
 Bid # B-4-18-52 Exhibit B Price Sheet

173	658-104A	Traffic Signal, Retrofit Auxiliaries, Pivotal Hanger Assembly	IO	1	EA	404.03
174	659-107	Aluminum pedestal and pole	F/I	1	EA	1,007.09
175	659-107A	Aluminum pedestal and pole with hand hole	F/I	1	EA	1,007.09
176	659-109	Concrete pedestal Type II	F/I	1	EA	918.94
177	660-1-101	Loop detector single channel shelf mount	F/I	1	EA	170.48
178	660-1-201	Loop detector single channel shelf mount	F	1	EA	138.16
179	660-1-102	Loop detector single channel rack mount	F/I	1	EA	138.16
180	660-1-202	Loop detector single channel rack mount	F	1	EA	170.48
181	660-1-103	Loop detector dual channel shelf mount	F/I	1	EA	300.57
182	660-1-203	Loop detector dual channel shelf mount	F	1	EA	268.25
183	660-1-104	Loop detector dual channel rack mount	F/I	1	EA	300.57
184	660-1-204	Loop detector dual channel rack mount	F	1	EA	268.25
185	660-2-101	Loop assembly Type A 6' x 12'	F/I	1	AS	738.43
186	660-2-102	Loop assembly Type B 6' x 6'	F/I	1	AS	738.43
187	660-2-104	Loop assembly Type D Advanced homerun only	F/I	1	AS	503.46
188	660-2-106	Loop assembly Type F 6' x 42'	F/I	1	AS	980.40
189	660-2-107	Loop assembly Type G Stop Bar Homerun Only	F/I	1	AS	503.46
190	660-2-109	Loop Assembly, System (Type B, 500 feet from upstream from stop bar, includes homerun)	F/I	1	AS	1,102.32
191	660-4-4	AWG #14 loop lead-in cable	F/I	1	LF	11.87
192	660-4-4A	6 pair overhead beldon	F/I	1	LF	5.25
193	663-7CA	Emergency pre-emption controller, 3M Opticom	F/I	1	EA	4,222.05
194	663-7CB	Emergency pre-emption detector - 1 direction, 3M Opticom	F/I	1	EA	1,720.77
195	663-7CC	Emergency pre-emption detector - 2 directions, 3M Opticom	F/I	1	EA	3,444.73
196	663-7CD	Emergency pre-emption detector - 3 directions, 3M Opticom	F/I	1	EA	5,162.27
197	663-7CE	Emergency pre-emption detector - 4 directions, 3M Opticom	F/I	1	EA	6,887.82
198	663-7CF	Emer. pre-emption detector relocate (span) - 1 direction	IO	1	EA	161.65
199	663-7CG	Emer. pre-emption detector relocate (span) - 2 directions	IO	1	EA	323.26
200	663-7CH	Emer. pre-emption detector relocate (span) - 3 directions	IO	1	EA	484.90
201	663-7CI	Emer. pre-emption detector relocate (span) - 4 directions	IO	1	EA	646.50
202	663-7CJ	Emer. pre-emption detector relocate (mast arm) - 1 direction	IO	1	EA	161.65
203	663-7CK	Emer. pre-emption detector relocate (mast arm) - 2 directions	IO	1	EA	323.26
204	663-7CL	Emer. pre-emption detector relocate (mast arm) - 3 directions	IO	1	EA	484.90
205	663-7CM	Emer. pre-emption detector relocate (mast arm) - 4 directions	IO	1	EA	646.50
206	663-74-15	Video Vehicle Detection Assembly (Aldis Gridsmart Spectra 360 Single Camera Assembly)	F/I	1	EA	14,952.63
207	663-74-15A	Video Vehicle Detection Assembly (Aldis Gridsmart Spectra 360 Single Camera Assembly)	IO	1	EA	1,293.01
208	663-74-15B	Video Vehicle Detection Assembly (Aldis Gridsmart Spectra 360 Double Camera Assembly)	F/I	1	EA	20,652.90
209	663-74-15C	Video Vehicle Detection Assembly (Aldis Gridsmart Spectra 360 Double Camera Assembly)	IO	1	EA	1,724.56
210	663-74-15D	Video Vehicle Detection Assembly (Econolite Terra Single approach overhead and cabling)	F/I	1	EA	10,013.10

Traffic Signal Construction, Rehabilitation and Maintenance  
 Bid # B-4-18-52 Exhibit B Price Sheet

211	663-74-15E	Video Vehicle Detection Assembly (Econolite Terra Min. 4 channel tip, tap, cabling)	F/I	1	EA	28,604.34			
212	663-74-16	Vehicle detector assembly, Magnetometer (Sensys Single in road VSN240-F)	F/I	1	EA	938.46			
213	663-74-16A	Vehicle detection assembly Magnetometer (Sensys AP240 Access point)	F/I	1	EA	4,354.12			
214	663-74-16B	Vehicle detection assembly Magnetometer (Sensys CC-TS2, OR EX-TS2 Card)	F/I	1	EA	874.38			
215	663-74-16C	Vehicle detection assembly Magnetometer (Sensys RP240 Repeater)	F/I	1	EA	2,053.48			
216	663-74-17	Vehicle Detection Assembly, GPS Based Emergency Preemption System	F/I	1	EA	7,797.59			
217	663-74-45	Vehicle Detection Assembly, Relocate, Video	F/I	1	EA	258.61			
218	664-70	Microwave Vehicle Detector	F/I	1	EA	1,071.28			
219	664-70A	Microwave Vehicle Detector	F	1	EA	682.98			
220	664-70B	Microwave Vehicle Detector	IO	1	EA	161.65			
221	665-11	Pedestrian detector	F/I	1	AS	223.24			
222	665-13	Pedestrian detector (det.w/sign only)	F/I	1	AS	234.54			
223	670-4-1	Flashing beacon controller assembly Naztec Chronomax & Paging Receiver	F/I	1	AS	3,894.84			
224	670-4-1A	Flashing beacon controller assembly RTC AP22 Two Circuit Switch with 48" Harness 503644	F/I	1	AS	2,593.92			
225	670-5-130	Cabinet Assembly, TS2 Type 6 w/ 980 ATC v. 76xx controller	F/I	1	EA	26,376.84			
226	670-5-130A	Cabinet Assembly Econolite TS2 Type 6 w/o controller				14,668.59			
227	670-110A	Cabinet, base only	F/I	1	EA	2,144.92			
228	670-110B	Cabinet, install only	IO	1	EA	1,300.29			
229	670-110C	Cabinet, base only (60" by 60")	F/I	1	EA	2,445.95			
230	670-113C	Naztec Series 980 TS2 ATC v.76xx (controller only)	F/I	1	AS	4,551.24			
231	684-34	Optical Fiber, Install Only, In Conduit or Aerial	IO	1	LF	1.60			
232	685-106	System Auxiliary - UPS Alpha F108 FXM1100 w/ 220GXL Batteries	F/I	1	EA	5,867.92			
233	685-206	System Auxiliary - UPS Alpha F108 FXM1100 w/ 220GXL Batteries	F	1	EA	5,463.85			
234	690-10	Signal head traffic assembly remove	R	1	EA	40.39			
235	690-20	Signal pedestrian assembly remove	R	1	EA	40.39			
236	690-30	Pole remove	RD	1	EA	37.62			
237	690-31	Signal pedestal remove	RD	1	EA	37.62			
238	690-32-1	Pole Removal, Shallow, Direct Burial	R	1	EA	2,909.20			
239	690-32-2	Pole Removal, Shallow, Bolt on attachment	R	1	EA	2,173.84			
240	690-33-1	Pole Removal, Deep, Direct Burial	R	1	EA	3,875.31			
241	690-33-2	Pole Removal, Deep, Bolt on attachment	R	1	EA	4,307.52			
242	690-40	Mast arm assembly remove	R	1	EA	969.76			
243	690-50	Controller assembly remove, Complete Assembly	R	1	EA	646.50			
244	690-50-1	Controller Assembly, Remove, Cabinet	R	1	EA	323.26			
245	690-50-2	Controller Assembly, Remove, Controller Only	R	1	EA	80.83			
246	690-70	Detector pedestrian assembly remove	R	1	EA	20.19			
247	690-80	Span wire assembly remove	R	1	EA	484.87			
248	690-90	Conduit and cabling remove	RD	1	PI	969.76			
249	690-91	Interconnect remove	RD	1	LF	0.80			
250	690-95	Sidewalk removal	SY	1	SY	79.12			
251	690-100	Signal equipment misc. remove	R	1	EA	646.50			

Traffic Signal Construction, Rehabilitation and Maintenance  
 Bid # B-4-18-52 Exhibit B Price Sheet

252	700-46-25	Sign existing relocate (aerial)	RL	1	AS	161.65
253	700-89-1A	Hanging arm assembly for Concrete Strain Pole Attachment	F/I	1	AS	1,494.08
254	700-89-1B	LED Illuminated Street Sign Single face- 6' by 19"	F/I	1	EA	3,251.62
255	700-89-1C	LED Illuminated Street Sign Single Face- 6' by 24"	F/I	1	EA	3,251.62
256	700-89-1D	LED Illuminated Street Sign Single Face - 8' by 19"	F/I	1	EA	3,251.62
257	700-89-1E	LED Illuminated Street Sign Single Face - 8' by 24"	F/I	1	EA	3,251.62
258	700-89-1F	LED Illuminated Street Sign Double face- 6' by 19"	F/I	1	EA	3,251.62
259	700-89-1G	LED Illuminated Street Sign Double Face- 6' by 24"	F/I	1	EA	3,251.62
260	700-89-1H	LED Illuminated Street Sign Double Face - 8' by 19"	F/I	1	EA	3,251.62
261	700-89-1I	LED Illuminated Street Sign Double Face - 8' by 24"	F/I	1	EA	3,251.62
262	700-89-02A	LED Blank-out sign 30"x30"	F	1	EA	3,772.66
263	700-89-02B	LED Blank-out sign 30"x30"	F/I	1	EA	4,015.04
264	700-89-02E	LED Blank-out sign Dual Mess. 30"x30"	F	1	EA	4,462.14
265	700-89-02F	LED Blank-out sign Dual Mess. 30"x30"	F/I	1	EA	4,704.52
266	700-90-11	Sign flashing beacon, Ground mounted, AC Powered	F/I	1	AS	4,164.64
267	700-90-12	Sign flashing beacon, Overhead, AC Powered	F/I	1	AS	4,932.70
268	700-90-14	Sign flashing beacon, Overhead, AC Powered Flasher Assembly only, No Poles	F/I	1	AS	4,164.64
269	700-90-31	Sign flashing beacon, Ground mounted	R	1	AS	323.26
270	700-90-32	Sign flashing beacon, Overhead	R	1	AS	323.26
271	715-1-11	Lighting conductors, Insulated, #10	F/I	1	LF	1.05
272	715-1-12	Lighting conductors, Insulated, #8-#6	F/I	1	LF	1.60
273	715-1-13	Lighting conductors, Insulated, #4-#2	F/I	1	LF	2.36
274	715-2-11	Lighting - Conduit, Underground	F/I	1	LF	8.24
275	715-2-12	Lighting - Conduit, Under Pavement	F/I	1	LF	10.82
276	715-2-13	Lighting - Conduit, Surface Mount	F/I	1	LF	11.31
277	715-4-111	Light Pole Complete, 150 MPH, 40'	F/I	1	EA	5,736.00
278	715-4-112	Light Pole Complete, 150 MPH, 45'	F/I	1	EA	7,271.08
279	715-5-11	Luminaire & Bracket arm, 12', 250W HPS, Mounted on concrete strain pole	F/I	1	EA	1,554.37
280	715-7-11	Load Center, Secondary Voltage	F/I	1	EA	10,515.85
281	715-7-21	Load Center, Rework, Secondary Voltage	F	1	EA	484.87
282	715-10-2	Light Pole Foundation	F/I	1	EA	1,220.50
283	715-10-3	Light Pole Foundation, Repair	F	1	EA	732.14
284	715-10-4	Light Pole Foundation, Straighten	F	1	EA	727.35
285	715-10-5	Light Pole Foundation, Remove	F	1	EA	387.91
286	715-11-111	Luminaire (Cobra Head)	F/I	1	EA	697.70
287	715-11-111A	Luminaire (Cobra Head) L.E.D.	F/I	1	EA	1,218.06
288	715-11-114	Luminaire (Shoe Box)	F/I	1	EA	1,172.53
289	715-11-114A	Luminaire (Shoe Box) L.E.D.	F/I	1	EA	1,543.29
290	715-11-114B	Maxlite Highmax Bulb	F/I	1	EA	238.28
291	715-11-611	Luminaire, Repair & Reinstall, Roadway, Cobra Head	R/I	1	EA	323.26
292	715-11-612	Luminaire, Repair & Reinstall, Roadway, High Mast	R/I	1	EA	1,687.24
293	715-14-11	Lighting Pull Box, Roadside, Molded	F/I	1	EA	606.21
294	715-14-14	Lighting Pull Box, Surface Mount	F/I	1	EA	462.48
295	715-19-1	Lighting Surge Protector, Pole Base	F	1	EA	149.61
296	715-21-1	Luminaire Starter	F	1	EA	97.57

Traffic Signal Construction, Rehabilitation and Maintenance  
 Bid # B-4-18-52 Exhibit B Price Sheet

297	715-30-02	Lighting-Group Relamping, HPS, 10 per group	F/I	1	LU	776.59
298	715-34-1	Light Pole	F/I	1	EA	632.75
299	715-35-1	Lighting Arm	F/I	1	EA	1,554.37
300	715-36-12	Light Pole, Frangible Base, Transformer Base	F/I	1	EA	515.13
301	715-36-14	Light Pole, Frangible Base, Door Assembly	F/I	1	EA	104.72
302	715-36-15	Light Pole, Arm & Luminaire Assembly Only	IO	1	EA	323.26
303	715-36-16	Light Pole, Complete	IO	1	EA	1,260.84
304	715-37-1	Photo Cell	F/I	1	EA	63.81
305	715-500-1	Pole Cable Distribution System, Conventional	F	1	EA	664.38
306	999A	Concrete Generator Pad	F/I	1	EA	672.30
307	M-3-R	Labor, Operator with Crane, Regular Time	F	1	HR	153.77
308	M-3-O	Labor, Operator with Crane, Overtime	F	1	HR	194.13
309	M-2-R	Labor, Level II Tech, W/ Bucket Truck, Regular Time	F	1	HR	153.77
310	M-2-O	Labor, Level II Tech, W/ Bucket Truck, Overtime	F	1	HR	194.14
311	M-1-R	Labor, Level I Technician, W/ Bucket Truck Regular Time	F	1	HR	153.77
312	M-1-O	Labor, Level I Technician, W/ Bucket Truck Overtime	F	1	HR	194.14
313	M-H-R	Labor, Helper, Regular Time	F	1	HR	80.83
314	M-H-O	Labor, Helper, Overtime	F	1	HR	117.95
		Maintenance of Traffic (MOT) - 1%				
		Mobilization - 5%				

Traffic Signal Emergency Repairs  
 Bid # B-4-18-52  
 Exhibit C Price Sheet

Bid # B-4-18-52  
 DISASTER RESTORATION AND FHWA FEDERAL AID PROJECTS

No.	Item	Description	Action	Quantity	Units	Unit Price
1	102-1a	Police Officer during MOT (per officer per hour)	F	1	HR	75.00
2	102-99	Changeable-Variable Message Sign, Temporary	F/I	1	ED	110.00
3	102-104-002	Adjust existing signal head	F/I	1	EA	100.00
4	102-107	Temporary Traffic Detection, Intersection	F/I	1	EA	620.00
5	400-2-15	Concrete Class II, Miscellaneous	F/I	1	SY	100.00
6	522-1	Concrete Sidewalk, 4"	F/I	1	SY	70.00
7	522-2	Concrete Sidewalk, 6"	F/I	1	SY	90.00
8	575-1-1	Sod, Bahlia	F/I	1	SY	6.50
9	575-1-2	Sod, St. Augustine	F/I	1	SY	6.80
10	580-332-2	Tree Removal/Trimming, per 25'	F/I	1	EA	170.00
11	620-1-1	Grounding Electrode Per Install (Non Inclusive)	F/I	1	LF	9.30
12	630-1-11	Conduit, Above Ground	F/I	1	LF	28.00
13	630-1-12	Conduit, Underground	F/I	1	LF	8.70
15	630-1-13	Conduit, Under Pavement	F/I	1	LF	19.50
16	630-1-15	Conduit, Bridge Mounted	F/I	1	LF	15.50
17	630-1-17	Conduit, Directional Bore	F/I	1	LF	19.50
18	632-6-1-3	Cable - Signal, 3-Conductor	F/I	1	LF	3.50
19	632-6-1-5	Cable - Signal, 5-Conductor	F/I	1	LF	3.50
20	632-6-1-7	Cable - Signal, 7-Conductor	F/I	1	LF	3.50
21	632-6-1-2	Cable - Signal, 12-Conductor	F/I	1	LF	4.00
22	632-6-1-16	Cable - Signal, 16-Conductor	F/I	1	LF	5.00
23	632-6-3	Cable - Signal, Install Only	F/I	1	LF	3.00
24	632-7-1	Signal Cable	F/I	1	PI	9,500.00
25	632-8-111	Aerial Interconnect	F/I	1	LF	3.00
26	632-8-311	Aerial Interconnect Cable	F/I	1	LF	3.00
27	632-8-112	Underground Interconnect	IO	1	LF	0.80
28	632-8-312	Underground Interconnect	F/I	1	LF	3.00
29	634-4-112	Span Wire Assembly, Diagonal, (< 200'), 3/8"	IO	1	LF	0.80
30	634-4-112A	Span Wire Assembly, Diagonal, (>= 200'), 3/8"	F/I	1	PI	3,750.00
31	634-4-112B	Temp. Span, Each Direction (Including poles), 3/8"	F/I	1	PI	4,050.00
32	634-4-113	Span Wire Assembly, Box, (< 400'), 3/8"	F/I	1	AS	4,000.00
33	634-4-113A	Span Wire Assembly, Box, (>= 400'), 3/8"	F/I	1	PI	4,700.00
34	634-5-1	Fiberglass Insulator	F/I	1	PI	5,700.00
35	634-6-1	Messenger Wire 3/8"	F/I	1	LF	48.00
36	624-7	Cable Adjust, Tighten Span	F/I	1	LF	15.00
37	635-1-11	Pull & Junction Box, Ground Mounted, 24x14x12	F/I	1	EA	510.00
38	635-1-11B	Pull & Junction Box, Ground Mounted w/ Apron 24x14x12	F/I	1	EA	470.00
39	635-1-11C	Fiber pull box 24x14x12	F/I	1	EA	870.00
40	635-1-11D	Fiber vault 36x24x18	F/I	1	EA	470.00
41	635-1-12	Pull & Junction Box, Aerial 12x12x4	F/I	1	EA	1,190.00
42	639-1-12	Electrical power serv., overhead	F/I	1	EA	150.00
43	639-1-22	Electrical power serv., underground	F/I	1	EA	1,250.00
44	639-1-12A	Electrical power serv., overhead no meter - FPL Area	F/I	1	AS	1,140.00
45	639-1-22A	Electrical power serv., underground no meter - FPL Area	F/I	1	AS	1,250.00
46	639-2-1	Electrical Service Wire	F/I	1	LF	1,140.00
						2.90



Traffic Signal Emergency Repairs  
 Bld # B-4-18-52  
 Exhibit C Price Sheet

98	647-C	Pre-Excavation (per structure)	F	1	EA	310.00
99	647-D	Vacuum Excavation / Soft Dig (per structure)	F	1	EA	310.00
100	647-E	Structure Adjustment (per hour)	F	1	HR	250.00
101	647-F	Foundation Inspection	F	1	PI	1,960.00
102	647-G	Signal Technician (per hour)	F	1	HR	80.00
103	647-H	Inspection tube for foundations (per FDOT)	F/I	1	LF	14.00
104	648-1A	48" conc. found. for strain poles, PF	F/I	1	LF	710.00
105	648-1B	48" conc. found. for mast arms, PF	F/I	1	LF	1,370.00
106	648-1C	54" conc. found. for mast arms, PF	F/I	1	LF	1,370.00
107	648-1D	Paint mast arm per assembly (single)	F/I	1	EA	3,940.00
108	648-1E	Paint mast arm per assembly (double)	F/I	1	EA	5,630.00
109	649-31-201	Steel mast arm assembly (E1 arm, T1 pole)	F/I	1	EA	15,180.00
110	649-31-202	Steel mast arm assembly (E3 arm, T2 pole)	F/I	1	EA	19,040.00
111	649-31-203	Steel mast arm assembly (E5 arm, T3 pole)	F/I	1	EA	27,110.00
112	649-31-204	Steel mast arm assembly (E6 arm, T4 pole)	F/I	1	EA	31,950.00
113	649-31-205	Steel mast arm assembly (E7 arm, T6 pole)	F/I	1	EA	32,380.00
114	649-31-299	Steel mast arm assembly (no arm, T1 32' pole)	F/I	1	EA	24,640.00
115	649-32-201	Steel mast arm assembly (E1 arm, T1 pole)	F	1	EA	11,080.00
116	649-32-202	Steel mast arm assembly (E3 arm, T2 pole)	F	1	EA	14,940.00
117	649-32-203	Steel mast arm assembly (E5 arm, T3 pole)	F	1	EA	23,010.00
118	649-32-204	Steel mast arm assembly (E6 arm, T4 pole)	F	1	EA	27,850.00
119	649-32-205	Steel mast arm assembly (E7 arm, T6 pole)	F	1	EA	28,280.00
120	650-1-111A	Signal lens only - 12" red LED ball	F/I	1	EA	110.00
121	650-1-111B	Signal lens only - 12" red LED ball	F	1	EA	60.00
122	650-1-111C	Signal lens only - 12" yellow LED ball	F/I	1	EA	120.00
123	650-1-111D	Signal lens only - 12" yellow LED ball	F	1	EA	80.00
124	650-1-111E	Signal lens only - 12" green LED ball	F/I	1	EA	140.00
125	650-1-111F	Signal lens only - 12" green LED ball	F	1	EA	90.00
126	650-1-111G	Signal lens only - 12" red LED arrow	F/I	1	EA	100.00
127	650-1-111H	Signal lens only - 12" red LED arrow	F	1	EA	60.00
128	650-1-111I	Signal lens only - 12" yellow LED arrow	F/I	1	EA	100.00
129	650-1-111J	Signal lens only - 12" yellow LED arrow	F	1	EA	60.00
130	650-1-111K	Signal lens only - 12" green LED arrow	F/I	1	EA	120.00
131	650-1-111L	Signal lens only - 12" green LED arrow	F	1	EA	80.00
132	650-1-111M	Install LEDs (per section)	IO	1	EA	42.00
133	650-1-111N	Install LEDs (per 3-section head)	IO	1	EA	125.00
134	650-1-111O	Install LEDs (per 5-section head)	IO	1	EA	150.00
135	650-1-111P	Signal lens only - countdown pedestrian LED	F/I	1	EA	390.00
136	650-1-111Q	Signal lens only - countdown pedestrian LED	F	1	EA	310.00
137	650-1-111R	Signal lens only - countdown pedestrian LED	IO	1	EA	42.00
138	650-98A	Relocate Confirmation Light	IO	1	EA	170.00
139	650-51-112A	Traffic Signal, 1 Section, 1 Way, Mast, Poly w/LED's	F/I	1	EA	780.00
140	650-51-112B	Traffic Signal, 1 Section, 1 Way, Span, Poly w/LED's	F/I	1	EA	660.00
141	650-51-122A	Traffic Signal, 1 Section, 2 Way, Mast, Poly w/LED's	F/I	1	EA	1,400.00
142	650-51-122B	Traffic Signal, 1 Section, 2 Way, Span, Poly w/LED's	F/I	1	EA	980.00
143	650-51-132A	Traffic Signal, 1 Section, 3 Way, Mast, Poly w/LED's	F/I	1	EA	1,150.00
144	650-51-132B	Traffic Signal, 1 Section, 3 Way, Span, Poly w/LED's	F/I	1	EA	1,160.00
145	650-51-312A	Traffic Signal, 3 Section, 1 Way, Mast, Poly w/LED's	F/I	1	EA	1,000.00
146	650-51-312B	Traffic Signal, 3 Section, 1 Way, Span, Poly w/LED's	F/I	1	EA	990.00
147	650-51-322A	Traffic Signal, 3 Section, 2 Way, Mast, Poly w/LED's	F/I	1	EA	1,700.00
148	650-51-322B	Traffic Signal, 3 Section, 2 Way, Span, Poly w/LED's	F/I	1	EA	1,680.00

Traffic Signal Emergency Repairs  
 Bid # B-4-18-52  
 Exhibit C Price Sheet

149	650-51-412A	Traffic Signal, 4 Section, 1 Way, Mast, Poly, w/LED's	F/I	1	EA	1,350.00
150	650-51-412B	Traffic Signal, 4 Section, 1 Way, Span, Poly, w/LED's	F/I	1	EA	1,410.00
151	650-51-413A	Traffic Signal, 4 Section, 1 Way, Mast, Poly, 3M Optically Prog.	F/I	1	EA	5,860.00
152	650-51-413B	Traffic Signal, 4 Section, 1 Way, Span, Poly, 3M Optically Prog.	F/I	1	EA	5,800.00
153	650-51-511A	Traffic Signal, 5 Section, 1 Way, Mast, Poly, w/LED's	F/I	1	EA	1,460.00
154	650-51-511B	Traffic Signal, 5 Section, 1 Way, Span, Poly, w/LED's	F/I	1	EA	1,600.00
155	650-51-512A	Traffic Signal, 5 Section, 1 Way, Mast, Poly, 3M Optically Prog.	F/I	1	EA	7,050.00
156	650-51-512B	Traffic Signal, 5 Section, 1 Way, Span, Poly, 3M Optically Prog.	F/I	1	EA	6,990.00
157	650-53	Traffic Signal Install	IO	1	EA	650.00
158	650-54	Traffic Signal, Relocate	F/I	1	AS	420.00
159	650-55	Traffic Signal, Retrofit Existing Extrusion Hanger Assembly to Pivotal Hanger	IO	1	EA	620.00
160	653-111	Signal ped Inc., int. sym.	F/I	1	EA	150.00
161	653-311	Signal ped Inc., int. sym.	IO	1	EA	42.00
162	653-112	Signal ped Inc., int. sym. 2W	F/I	1	EA	80.00
163	653-191	Signal ped Inc., LED-Countdown 1 direction	F/I	1	EA	790.00
164	653-192	Signal ped Inc., LED-Countdown, 2 direction	F/I	1	EA	1,490.00
165	653-312	Signal ped Inc., int. sym. 2W	IO	1	EA	80.00
166	653-391	Signal ped Inc., LED-Countdown	IO	1	EA	140.00
167	653-392	Signal ped Inc., LED-Countdown	IO	1	EA	270.00
168	659-101	Signal back plates 3 sec head with retroreflective trim	F/I	1	EA	200.00
169	659-101A	Signal back plates 3 sec head with retroreflective trim	F	1	EA	130.00
170	659-102	Signal back plates 5 sec head with retroreflective trim	F/I	1	EA	270.00
171	659-102A	Signal back plates 5 sec head with retroreflective trim	F	1	EA	160.00
172	659-104	Traffic Signal, Retrofit Auxiliaries, Pivotal Hanger Assembly	F/I	1	EA	1,390.00
173	659-104A	Traffic Signal, Retrofit Auxiliaries, Pivotal Hanger Assembly	IO	1	EA	420.00
174	659-107	Aluminum pedestal and pole	F/I	1	EA	1,250.00
175	659-107A	Aluminum pedestal and pole with hand hole	F/I	1	EA	1,250.00
176	659-109	Concrete pedestal Type II	F/I	1	EA	980.00
177	660-1-101	Loop detector single channel shelf mount	F/I	1	EA	180.00
178	660-1-201	Loop detector single channel shelf mount	F	1	EA	150.00
179	660-1-102	Loop detector single channel rack mount	F/I	1	EA	150.00
180	660-1-202	Loop detector single channel rack mount	F	1	EA	180.00
181	660-1-103	Loop detector dual channel shelf mount	F/I	1	EA	320.00
182	660-1-203	Loop detector dual channel shelf mount	F	1	EA	290.00
183	660-1-104	Loop detector dual channel rack mount	F/I	1	EA	320.00
184	660-1-204	Loop detector dual channel rack mount	F	1	EA	290.00
185	660-2-101	Loop assembly Type A 6' x 12'	F/I	1	AS	780.00
186	660-2-102	Loop assembly Type B 6' x 6'	F/I	1	AS	780.00
187	660-2-104	Loop assembly Type D Advanced homerun only	F/I	1	AS	530.00
188	660-2-106	Loop assembly Type F 6' x 42'	F/I	1	AS	1,040.00
189	660-2-107	Loop assembly Type G Stop Bar Homerun Only	F/I	1	AS	530.00
190	660-2-109	Loop Assembly, System (Type B, 500 feet from upstream from stop bar, includes homerun)	F/I	1	AS	1,170.00
191	660-4-4	AWG #14 loop lead-in cable	F/I	1	LF	12.50
192	660-4-4A	6 pair overhead beldon	F/I	1	LF	5.60
193	663-70A	Emergency pre-emption controller, 3M Opticom	F/I	1	EA	4,510.00
194	663-70B	Emergency pre-emption detector - 1 direction, 3M Opticom	F/I	1	EA	1,840.00
195	663-70C	Emergency pre-emption detector - 2 directions, 3M Opticom	F/I	1	EA	3,680.00

Traffic Signal Emergency Repairs  
 Bid # B-4-18-52  
 Exhibit C. Price Sheet

195	663-70D	Emergency pre-emption detector - 3 directions, 3M Opticom	F/I	1	EA	5,510.00
197	663-70E	Emergency pre-emption detector - 4 directions, 3M Opticom	F/I	1	EA	7,350.00
198	663-70F	Emer. pre-emption detector relocate (span) - 1 direction	IO	1	EA	170.00
199	663-70G	Emer. pre-emption detector relocate (span) - 2 directions	IO	1	EA	340.00
200	663-70H	Emer. pre-emption detector relocate (span) - 3 directions	IO	1	EA	510.00
201	663-70I	Emer. pre-emption detector relocate (span) - 4 directions	IO	1	EA	680.00
202	663-70J	Emer. pre-emption detector relocate (mast arm) - 1 direction	IO	1	EA	170.00
203	663-70K	Emer. pre-emption detector relocate (mast arm) - 2 directions	IO	1	EA	340.00
204	663-70L	Emer. pre-emption detector relocate (mast arm) - 3 directions	IO	1	EA	510.00
205	663-70M	Emer. pre-emption detector relocate (mast arm) - 4 directions	IO	1	EA	680.00
206	663-74-15	Video Vehicle Detection Assembly (Aldis Gridsmart Spectra 360 Single Camera Assembly)	F/I	1	EA	16,050.00
207	663-74-15A	Video Vehicle Detection Assembly (Aldis Gridsmart Spectra 360 Single Camera Assembly)	IO	1	EA	1,350.00
209	663-74-15B	Video Vehicle Detection Assembly (Aldis Gridsmart Spectra 360 Double Camera Assembly)	F/I	1	EA	22,170.00
209	663-74-15C	Video Vehicle Detection Assembly (Aldis Gridsmart Spectra 360 Double Camera Assembly)	IO	1	EA	1,800.00
210	663-74-15D	Video Vehicle Detection Assembly (Econolite Terra Single approach overhead and cabling)	F/I	1	EA	10,760.00
211	663-74-15E	Video Vehicle Detection Assembly (Econolite Terra Min. 4 channel lip, tap, cabling)	F/I	1	EA	30,700.00
212	663-74-16	Vehicle detector assembly, Magnetometer (Sensys AP240 Access point)	F/I	1	EA	1,000.00
213	663-74-16A	Vehicle detection assembly Magnetometer (Sensys AP240 Access point)	F/I	1	EA	4,670.00
214	663-74-16B	Vehicle detection assembly Magnetometer (Sensys CC-TS2, OR EX-TS2 Card)	F/I	1	EA	940.00
215	663-74-16C	Vehicle detection assembly Magnetometer (Sensys RP240 Repeater)	F/I	1	EA	2,200.00
216	663-74-17	Vehicle Detection Assembly, GPS Based Emergency Preemption System	F/I	1	EA	8,350.00
217	663-74-45	Vehicle Detection Assembly, Relocate, Video	F/I	1	EA	270.00
218	664-70	Microwave Vehicle Detector	F/I	1	EA	1,140.00
219	664-70A	Microwave Vehicle Detector	F/I	1	EA	730.00
220	664-70B	Microwave Vehicle Detector	F	1	EA	170.00
221	665-11	Pedestrian detector	F/I	1	AS	240.00
222	665-13	Pedestrian detector (det.w/sign only)	F/I	1	AS	250.00
223	670-4-1	Flashing beacon controller assembly Naztec Chronomax & Paging Receiver	F/I	1	AS	4,150.00
224	670-4-1A	Flashing beacon controller assembly RTC AP22 Two Circuit Switch with 48" Harness 503644	F/I	1	AS	2,750.00
225	670-5-130	Cabinet Assembly, TS2 Type 6 w/ 980 ATC v. 76xx controller	F/I	1	EA	28,320.00
226	670-5-130A	Cabinet Assembly Econolite TS2 Type 6 w/o controller				15,720.00
227	670-110A	Cabinet, base only	F/I	1	EA	2,270.00
228	670-110B	Cabinet, install only	IO	1	EA	1,360.00
229	670-110C	Cabinet, base only (60" by 60")	F/I	1	EA	2,590.00
230	670-113C	Naztec Series 980 TS2 ATC v.76xx (controller only)	F/I	1	AS	4,890.00
231	684-34	Optical Fiber, Install Only, In Conduit or Aerial	IO	1	LF	1.70
232	685-106	System Auxiliary - UPS Alpha F108 FXM1100 w/ 220GXL Batteries	F/I	1	EA	6,300.00
233	685-206	System Auxiliary - UPS Alpha F108 FXM1100 w/ 220GXL Batteries	F	1	EA	5,880.00
234	690-10	Signal head traffic assembly remove	R	1	EA	42.00
235	690-20	Signal pedestrian assembly remove	R	1	EA	42.00
236	690-30	Pole remove	RD	1	EA	39.00
237	690-31	Signal pedestal remove	RD	1	EA	39.00
238	690-32-1	Pole Removal, Shallow, Direct Burial	R	1	EA	3,080.00
239	690-32-2	Pole Removal, Shallow, Bolt on attachment	R	1	EA	2,270.00
240	690-33-1	Pole Removal, Deep, Direct Burial	R	1	EA	4,110.00
241	690-33-2	Pole Removal, Deep, Bolt on attachment	R	1	EA	4,560.00
242	690-40	Mast arm assembly remove	R	1	EA	1,010.00
243	690-50	Controller assembly remove, Complete Assembly	R	1	EA	680.00
244	690-50-1	Controller Assembly, Remove, Cabinet	R	1	EA	340.00
245	690-50-2	Controller Assembly, Remove, Controller Only	R	1	EA	80.00

Traffic Signal Emergency Repairs  
 Bid # B-4-18-52  
 Exhibit C Price Sheet

246	690-70	Detector pedestrian assembly remove	R	1	EA	21.00
247	690-80	Span wire assembly remove	R	1	EA	510.00
248	690-90	Conduit and cabling remove	RD	1	PI	1,010.00
249	690-91	Interconnect remove	RD	1	LF	0.80
250	690-95	Sidewalk removal	SY	1	SY	80.00
251	690-100	Signal equipment misc. remove	R	1	EA	680.00
252	700-46-25	Sign existing relocate (aerial)	RL	1	AS	170.00
253	700-89-1A	Hanging arm assembly for Concrete Strain Pole Attachment	F/I	1	AS	1,600.00
254	700-89-1B	LED illuminated Street Sign Single face- 6' by 19"	F/I	1	EA	3,490.00
255	700-89-1C	LED illuminated Street Sign Single Face- 6' by 24"	F/I	1	EA	3,490.00
256	700-89-1D	LED illuminated Street Sign Single Face - 8' by 19"	F/I	1	EA	3,490.00
257	700-89-1E	LED illuminated Street Sign Single Face - 8' by 24"	F/I	1	EA	3,490.00
258	700-89-1F	LED illuminated Street Sign Double face- 6' by 19"	F/I	1	EA	3,490.00
259	700-89-1G	LED illuminated Street Sign Double Face- 6' by 24"	F/I	1	EA	3,490.00
260	700-89-1H	LED illuminated Street Sign Double Face - 8' by 19"	F/I	1	EA	3,490.00
261	700-89-1I	LED illuminated Street Sign Double Face - 8' by 24"	F/I	1	EA	3,490.00
262	700-89-02A	LED Blank-out sign 30"x30"	F	1	EA	4,060.00
263	700-89-02B	LED Blank-out sign 30"x30"	F/I	1	EA	4,310.00
264	700-89-02E	LED Blank-out sign Dual Mess. 30"x30"	F	1	EA	4,800.00
265	700-89-02F	LED Blank-out sign Dual Mess. 30"x30"	F/I	1	EA	5,060.00
266	700-90-11	Sign flashing beacon, Ground mounted, AC Powered	F/I	1	AS	4,410.00
267	700-90-12	Sign flashing beacon, Ground mounted, Solar Powered	F/I	1	AS	5,250.00
268	700-90-14	Sign flashing beacon, Overhead, AC Powered Flasher Assembly only, No Poles	F/I	1	AS	4,410.00
269	700-90-31	Sign flashing beacon, Ground mounted	R	1	AS	340.00
270	700-90-32	Sign flashing beacon, Overhead	R	1	AS	340.00
271	715-1-11	Lighting conductors, Insulated, #10	F/I	1	LF	1.10
272	715-1-12	Lighting conductors, Insulated, #8-#6	F/I	1	LF	1.70
273	715-1-13	Lighting conductors, Insulated, #4-#2	F/I	1	LF	2.50
274	715-2-11	Lighting - Conduit, Underground	F/I	1	LF	8.60
275	715-2-12	Lighting - Conduit, Under Pavement	F/I	1	LF	11.50
276	715-2-13	Lighting - Conduit, Surface Mount	F/I	1	LF	12.00
277	715-4-111	Light Pole Complete, 150 MPH, 40'	F/I	1	EA	6,140.00
278	715-4-112	Light Pole Complete, 150 MPH, 45'	F/I	1	EA	7,790.00
279	715-5-11	Luminaire & Bracket arm, 12', 250W HPS, Mounted on concrete strain pole	F/I	1	EA	1,660.00
280	715-7-11	Load Center, Secondary Voltage	F/I	1	EA	11,240.00
281	715-7-21	Load Center, Rework, Secondary Voltage	F	1	EA	510.00
282	715-10-2	Light Pole Foundation	F/I	1	EA	1,300.00
283	715-10-3	Light Pole Foundation, Repair	F	1	EA	770.00
284	715-10-4	Light Pole Foundation, Straighten	F	1	EA	760.00
285	715-10-5	Light Pole Foundation, Remove	F	1	EA	410.00
286	715-11-111	Luminaire (Cobra Head)	F/I	1	EA	740.00
287	715-11-111A	Luminaire (Cobra Head) L.E.D.	F/I	1	EA	1,300.00
288	715-11-114	Luminaire (Shoe Box)	F/I	1	EA	1,250.00
289	715-11-114A	Luminaire (Shoe Box) L.E.D.	F/I	1	EA	1,650.00
290	715-11-114B	MaxLite Highmax Bulb	F/I	1	EA	250.00
291	715-11-611	Luminaire, Repair & Reinstall, Roadway, Cobra Head	R/I	1	EA	340.00
292	715-11-612	Luminaire, Repair & Reinstall, Roadway, High Mast	R/I	1	EA	1,800.00
293	715-14-11	Lighting Pull Box, Roadside, Molded	F/I	1	EA	640.00
294	715-14-14	Lighting Pull Box, Surface Mount	F/I	1	EA	490.00
295	715-19-1	Lighting Surge Protector, Pole Base	F	1	EA	160.00
296	715-21-1	Luminaire Starter	F	1	EA	100.00

Traffic Signal Emergency Repairs  
 Bid # B-4-18-52  
 Exhibit C Price Sheet

Item No.	Description	Unit	Quantity	Rate	Total
297	Lighting-Group Relamping, HPS, 10 per group	F/I	1		820.00
298	Light Pole	F/I	1		670.00
299	Lighting Arm	F/I	1		1,660.00
300	Light Pole, Frangible Base, Transformer Base	F/I	1		550.00
301	Light Pole, Frangible Base, Door Assembly	F/I	1		110.00
302	Light Pole, Arm & Luminaire Assembly Only	IO	1		340.00
303	Light Pole, Complete	IO	1		1,320.00
304	Photo Cell	F/I	1		70.00
305	Pole Cable Distribution System, Conventional	F	1		710.00
306	Concrete Generator Pad	F/I	1		710.00
307	Labor, Operator with Crane, Regular Time	F	1		210.00
308	Labor, Operator with Crane, Overtime	F	1		260.00
309	Labor, Level II Tech, W/ Bucket Truck, Regular Time	F	1		210.00
310	Labor, Level II Tech, W/ Bucket Truck, Overtime	F	1		260.00
311	Labor, Level I Technician, W/ Bucket Truck Regular Time	F	1		210.00
312	Labor, Level I Technician, W/ Bucket Truck Overtime	F	1		360.00
313	Labor, Helper, Regular Time	F	1		130.00
314	Labor, Helper, Overtime	F	1		180.00
	Maintenance of Traffic (MOT) - 1%				
	Mobilization - 5%				

Does your company accept Automated Clearing House (ACH) Payments? Yes /  No

**PROMPT PAYMENT**

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs first.

\* If Prompt Payment Discount is offered please state discount and terms:

**ADDENDUM ACKNOWLEDGMENT:**

Add. No. 1 Dated 6/4/2018 / Add. No. \_\_\_\_\_ Dated \_\_\_\_\_

Add. No. \_\_\_\_\_ / Add. No. \_\_\_\_\_ Dated \_\_\_\_\_

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications, and pricing (Exhibits B and C) for Bid #B-4-15-55

VENDOR NAME Carr Construction, LLC

ADDRESS 2968 HWY 710 E

AUTHORIZED SIGNATURE 

PRINTED SIGNATURE Sean Carr DATE 06-05-2018

TELEPHONE # 863-824-0409 EMAIL: scarr@carrconstruction.org

**EXHIBIT "D"**  
**SCOPE OF SERVICES**

**EMERGENCY TRAFFIC SIGNAL REPAIR**

**1.0 GENERAL**

This statement of work describes and defines the services which are required for the execution of traffic signal repair/replacement at signalized intersections on major roadway corridors in the Florida Department of Transportation (FDOT) District 5, District-wide (Brevard).

Provide all labor, equipment, and materials to repair/replace any damaged signal installations including any MOT or Mobilization costs. All signal repair/replacement work performed under this contract shall be in accordance with the current version of the FDOT Standard Specifications and Specification for this Contract, Design Standards, Qualified Product List (QPL), Approved Product List (APL), or to the pre-event condition as directed by the Engineer.

The FDOT, at its sole discretion, may elect to enter into additional contract(s) with other Contractor(s). The work will begin upon written authorization by the FDOT. No guarantee of minimum or maximum amount of work per bid item is made by the FDOT under this contract. All services performed under this contract shall be in accordance with applicable Federal and State law, and environmental regulations.

The prime contractor must be pre-qualified with the FDOT in Traffic Signals or have been actively engaged in the business of roadway maintenance and/or construction performing traffic signal repairs for a minimum of three years. A Reference Form is provided in the bid documents for the bidder to provide a minimum of three references for which your company has performed single and multi post sign repair work with the last three years. All references will be checked and a bid proposal may be considered non-responsive if the above information is not provided with your bid submittal.

The prime contractor will be required to perform at least 30% of the work with its own forces.

Supply a letter to the Department upon execution of this agreement, from a surety authorized to do business in the State of Florida, verifying the contractor is bondable in the State of Florida. Within five (5) days after commencement of any services pursuant to this agreement and at all times during the term hereof, including renewals and extensions, the vendor will supply to the FDOT and keep in force a performance and payment bond (as required in Article 3-5.1 of the Division 1 Specification for this Contract). This bond shall be on the form provided by the Department and provided by a surety authorized to do business in the State of Florida, payable to the Department.

Once executed, the contract is valid for three (3) years from date of award. This Contract may be renewed for up to two (2) additional one (1) year periods up to a total contract length of five (5) years (original term plus renewals).

### **Wage Rate Provision**

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s) FL *(Insert Appropriate Number(s) as determined by the District Contract Compliance Manager)*, as modified up through ten days prior to the opening of bids. Obtain the applicable General Decision(s) (Wage Tables) through the Department's website and ensure that employees receive the minimum wages applicable. Review the General Decisions for all classifications necessary to complete the project. If additional classifications are needed, request them through the Engineer's office.

When multiple wage tables are assigned to a Contract, general guidance of their use and examples of applicability are available on the Department's website. Contact the Department's Wage Rate Coordinator before bidding if there are any questions concerning the applicability of multiple wage tables. The URL for obtaining the Wage Rate Decisions is [www.dot.state.fl.us/construction/wage.htm](http://www.dot.state.fl.us/construction/wage.htm).

Contact the Department's Wage Rate Coordinator at (850) 414-4251 if the Department's website cannot be accessed or there are questions.

In addition to the criteria outlined in the Wage Rate Provision above, the Contractor shall meet the criteria as outlined in the Terms for Federal Aid Contracts (Appendix D).

## **2.0 SERVICES TO BE PROVIDED BY THE CONTRACTOR**

The signal repair/replacement services shall be performed by the Contractor in coordination with the FDOT District 5, personnel or their designated representative. Some intersections may require signal repair/replacement other intersections may not.

### **2.1 Signal Repair Services**

- Provide labor, equipment and/or materials necessary to perform emergency traffic signal repairs/replacement on signal installations as directed by the FDOT or its designated representative (this will include the removal of all temporary STOP Signs as directed). The signal repairs/replacement may be identified in two levels to include the following:
  - a. Level 1 – The repairs/replacement will include a functioning signalized intersection with a minimum of one functioning overhead signal indication per approach. Including removing any Signal debris from intersection.

- b. Level 2 – The repairs/replacement will include, returning the signalized intersection to pre-event conditions and functionality as per current applicable standards.
- Provide maintenance of traffic using current FDOT Design Standards and/or Manual of Uniform Traffic Control Devices (MUTCD) and FDOT Standard Specifications.
- Repair/replace installations as directed by the FDOT or its designated representative.
- Provide a means to measure and certify all work to the FDOT or their designated representative. Take (time and date stamped) digital pictures before and after work and submit these files/pictures with each daily work log, etc.

### **3.0 SERVICE TO BE PROVIDED BY THE FDOT OR THEIR DESIGNATED REPRESENTATIVE**

#### **3.1 Signal Repair Services**

- FDOT shall identify and prioritize work on all major roadway corridors (primary and secondary roads) in FDOT District 5, District-wide (Brevard).
- FDOT shall provide inspection for all contractor operations. Field Inspectors will be provided in sufficient numbers to adequately monitor all field operations.

### **4.0 PAYMENT**

#### **4.1 Signal Repair Services**

- Payment for signal repair work will be made in accordance with the bid items and unit prices shown in Exhibit C.
- The FDOT may provide available signal material/parts to the Contractor. All materials/parts provided by the FDOT for signal repair shall be replaced by the Contractor in kind at no cost to the FDOT within 180 days from the date determined by FDOT recognizing the end of the event. The FDOT may withhold payment for the value of these materials/parts or the Contractor may provide a bond in lieu of withheld payments.
- No quantities are guaranteed and there will be no unit cost adjustment for quantities required over the estimated quantities or under the estimated quantities.
- In the event that the bid items and unit prices in Exhibit C for signal repair services do not adequately address a specific work requirement, the Contractor will abide by Sub-Article 4-3.2.1(a)(b)(c) of Section 4 (Scope of Work) of the FDOT's Specifications for payment of such services.

- The Department, at its sole discretion, may award one or more contracts based on the bids received and the impact of the natural disasters encountered. If more than one award is made, such award will be to the lowest bidder, and then to the next lowest bidder(s) based on availability of the bidders and the bidder's ability to satisfy the needs of the Department at the time contacted.

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

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

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

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 wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of 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, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(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, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(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 Wage and Hour Administrator for determination. The Wage and Hour 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 paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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.

## 2. Withholding

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

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

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

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

**10. Certification of eligibility.**

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 3(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 3(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.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

TRAFFIC SIGNAL AGREEMENT

BASIC WORK, EMERGENCY-RELATED WORK, AND DISASTER-RELATED WORK

SECONDARY CONTRACTOR

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County" and, Traffic Control Devices, Inc., a business having its principal address at 242 N. Westmonte Drive, Altamonte Springs, FL 32714, hereinafter referred to as "Contractor".

W I T N E S S E T H:

That in consideration of the mutual covenants contained herein, it is hereby agreed between the parties as follows:

**I. DEFINITIONS**

The following definitions are applicable throughout the Agreement.

- a. **Agreement/Contract:** The terms "agreement" and "contract" are used interchangeably throughout this document, which, along with any referenced attachments or specifications, constitutes the entire Agreement among the parties.

- b. **Manager:** The Brevard County Traffic Operations Program Manager or his/her designee. The Manager will designate the County staff contacts for maintenance and new construction/rehabilitation.
- c. **Emergency:** an unexpected or uncontrollable event, such as a traffic accident that causes damage to a traffic signal. Specifically excludes Disasters, as defined herein.
- d. **Maintenance:** Activity required to continue operation or to provide minor modifications to existing traffic signals and highway lighting. Maintenance includes planned and emergency activities.
- e. **Rehabilitation:** Major upgrade or replacement of existing traffic signalization and highway lighting.
- f. **Disaster:** An occurrence of: (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder; (b) act of God such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightening, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities.
- g. **Traffic Signal System:** All traffic signals and signal system components, including the signal structures and foundations, conduit and wiring, traffic signal

controller and other cabinet components, communications devices, vehicle and pedestrian detection system, traffic signal hardware and software, preemption devices, uninterruptible power supplies, malfunction management unit, control devices (such as traffic signals, warning beacons, illuminated street name signs, and pedestrian flashing beacons), blank out signs, luminaires, and other types of traffic signals and devices which are under County ownership or maintenance responsibility.

## **II. SECONDARY CONTRACTOR**

The lowest responsive and responsible bidder for Basic Work and Emergency-related Work will be the primary contractor for those types of work. Second lowest will be secondary. The lowest responsive and responsible bidder for Disaster-related Work will be the primary contractor for Disaster-related Work. Second lowest will be secondary. The Contractor shall be considered the **secondary contractor** for Basic Work, Emergency-related Work, and Disaster-related work. For all Basic and Emergency-related Work, the primary contractor shall be the first to receive the Work Order, unless the primary contractor has already been given two (2) Work Orders. Then, the third work order will go to the **secondary contractor**. If primary contractor is unwilling or unable to do the work, the Work Order will be assigned to the

**secondary contractor.** For Disaster-related Work, the Contractor is the secondary contractor, but the Contractor agrees that, as time is of the essence, the County may assign work to the secondary contractor as Disaster-related Work warrants.

### **III. SCOPE OF WORK**

The Contractor (as secondary) shall provide Basic Work, Emergency-related Work, and Disaster-related Work, as defined and delineated herein. The County may, in its sole discretion, determine the necessity for and type of work it requires of the Contractor.

#### **a. Basic Work**

The Contractor shall provide routine and regular maintenance, rehabilitation, and new construction relating to the Traffic Signal System. All work shall comply with the performance standards set forth in Section IV.

- i. **Procedure for Assigning Work:** The County will request work by sending the Contractor a written Work Order. The Work Order will provide a list of tasks and an estimated cost. The Contractor will confirm receipt of the Work Order within five (5) days of receipt and, if necessary, propose adjustments. A preconstruction conference is required unless waived by the Manager in writing. Upon mutual agreement of the contents of the Work

Order, the County will issue a Notice to Proceed (NTP) with a start date and a deadline for completion.

- ii. **Deadline:** The Contractor must complete all work in the WORK ORDER by the deadline in the NTP. The Manager may, in his/her sole discretion, provide the Contractor additional time to complete the work. Such extension shall be in writing. If the Contractor fails to complete the work by the deadline or any valid extensions thereof, the County may assess liquidated damages as set forth in Section IV.
- iii. **Materials:** Unless otherwise indicated in the Work Order, the Contractor will provide the materials and parts necessary for the Basic Work. If the Contractor needs to use parts from the County's inventory, it shall reimburse the County for the actual cost of those parts.
- iv. **Compensation:** All Compensation shall be in accordance with Exhibit B, Price Sheet Brevard County Traffic Signal Construction, Rehabilitation and Maintenance Contract.

**b. Disaster-related Work**

The Contractor shall restore the Traffic Signal System to an operational condition following a Disaster. Disaster-related Work shall be FDOT-approved when applicable. In addition to the requirements in Section V. Performance Standards, Disaster-related Work shall meet the requirements set forth in Exhibits D & E attached hereto. Including without limitation, equipment shall adhere to Brevard County Supplemental Specifications for Traffic Control Cabinets (see Exhibit A) when applicable. In the event of conflicting specifications, the local County specifications shall govern.

- i. **Procedure for Assigning Work:** The County may notify the Contractor if a hurricane or other disaster has the potential to impact the County and damage the Traffic Signal System. The County will request work by sending the Contractor a written Notice to Proceed (NTP). The NTP will provide a list of tasks, an estimated cost, and a deadline for completion. The Contractor will confirm receipt of the NTP within five (5) days of receipt and provide a start date not more than ten (10) days later than the date Contractor receives the NTP.

1. **Documenting the Scene:** The Contractor shall photograph the damage to the Traffic Signal System prior to commencing repairs and after completing repairs. These photographs shall be submitted to the County as JPEG images with embedded date stamps. Photographs shall be submitted along with billing invoices. These photographs are required for the County to apply for aid from federal and state agencies.

**The work will not be deemed complete or accepted until such photographs are submitted.**

ii. **Deadline:** Time is of the essence for Disaster-related Work. The Contractor must complete all work in the WORK ORDER by the stated deadline. The Manager may, in his/her sole discretion, provide the Contractor additional time to complete the work. Such extension shall be in writing. If the Contractor fails to complete the work by the deadline or any valid extensions thereof, the County may assess liquidated damages as set forth in Section IV.

iii. **Materials:** The County shall provide all materials for Disaster-related Work. If the County does not have or is unable to provide a part or parts, the

Contractor shall provide those part(s) and be reimbursed pursuant to the bid list for Exhibit C. All materials provided by the County to the Contractor shall be documented on an inventory transfer sheet, and the County will maintain the original copy, with a photocopy or facsimile provided to the Contractor for mutual record keeping.

- iv. **Compensation:** Compensation for Disaster-related Work shall be in accordance with the Exhibit C Price Sheet, Exhibit D Scope of Services and Exhibit E, Disaster Restoration and FHWA Federal Aid Projects Emergency Traffic Signal Repair.

**c. Emergency-related Work**

The Contractor shall restore the Traffic Signal System to an operational condition following an Emergency. All work shall comply with the performance standards set forth in Section IV.

- i. **Procedure for Assigning Work:** The County will request work by sending the Contractor a written or oral Notice to Proceed (NTP). The NTP will provide a list of tasks and a deadline for completion. The Contractor will confirm receipt of the NTP within

thirty (30) minutes of receipt and immediately initiate mobilization and start work.

1. **Contact Person:** The County will contact the following person for Emergency Work, who is authorized to confirm receipt of WORK ORDER and mobilize work. It is the Contractor's obligation to maintain up-to-date contact information. If the contact person fails to timely confirm receipt of a Work Order, the County may assign the work to another entity.

Name	Mark Jimenez
Position	Project Manager
Phone Number	321.436.3695
E-mail Address	m.jimenez@tcd-usa.com

ii. **Deadline:** Time is of the essence for Emergency Work. The Contractor must complete all work in the WORK ORDER by the stated deadline. The Manager may, in his/her sole discretion, provide the Contractor additional time to complete the work. Such extension shall be in writing. If the Contractor fails to complete the work by the deadline or any valid extensions thereof, the County may assess liquidated damages as set forth in Section IV.

iii. **Materials:** Unless otherwise indicated in the Work Order, the Contractor will provide the materials and parts necessary for the Basic Work. If the Contractor needs to use parts from the County's inventory, it shall reimburse the County for the actual cost of those parts.

iv. **Compensation:** Compensation shall be in accordance with Exhibit B, Price Sheet Brevard County Traffic Signal Construction, Rehabilitation and Maintenance Contract.

#### **IV. LIQUIDATED DAMAGES**

Both parties recognize that precise actual damages for Contractor's failure to complete tasks within the deadline (including any valid extensions) set forth in the WORK ORDER are impossible to determine due to the impossibility of precisely ascertaining the amount of damages that will be sustained by the County as a consequence of such delay. Both parties desire to obviate any question of dispute concerning the amount of said damages for delay and the cost and impact of the failure of the Contractor to complete the tasks in an WORK ORDER on time. The parties therefore agree to fix liquidated damages for delay in completing tasks in a WORK ORDER. Upon failure of the Contractor to complete the tasks in a WORK ORDER by the deadline set forth in the WORK ORDER (including any valid extensions thereof), the

Contractor shall pay \$1,000 per day for each calendar day of delay after the date specified for completion up to but not including the date the work is deemed complete by the County. The parties stipulate this amount is not a penalty, but liquidated damages to the County based on a reasonable measure of damages from the parties' experience in the traffic signal industry, and given the nature of losses that result from delays.

For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work, the sum per day set forth above shall be deducted from any moneys due the Contractor for final payment. If no money is due the Contractor, the County shall have the right to recover the liquidated damages sum from the Contractor, the Surety, or both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in the NTP, and such deductions are not to be considered as penalties.

This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim by the County for actual damages involving any defects

in the work, breach of contract of any kind, negligence, or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.

#### **V. PERFORMANCE STANDARDS**

All materials and installations shall be in accordance with the latest versions and updates of the following technical specifications. The following standards, as may be amended from time to time, shall apply to all work performed pursuant to this Contract:

- a. Florida Department of Transportation:
  1. Standard Specifications for Road & Bridge Construction,
  2. Standard Plans for Road and Bridge Construction.
  3. Manual on Uniform Minimum Standards for Design, Construction and Maintenance of Streets and Highways.
- b. Federal Highway Administration:
  1. Manual on Uniform Traffic Control Devices.
- c. Brevard County:
  1. Supplemental Specifications for Traffic Signalization and Highway Lighting, April 25, 2018, Exhibit A.
  2. Signalization General Notes, April 25, 2018, Exhibit A.

Any Traffic control or roadway lighting products utilized must be listed in the current FDOT "Approved Product List of Traffic Control Signals and Signal Devices" or the "FDOT Probationary ITS approved product list" if the device category exists. The Manager shall have sole discretion in resolving any conflict between the standards and/or the technical specifications.

The County may, in its sole discretion, modify and/or exceed performance standards based on engineering judgment or maintenance considerations. In those cases where the County requests a performance level significantly in excess of the specifications, the Contractor shall be entitled to request additional reasonable compensation. Additional compensation must be requested by the Contractor and approved by the Manager prior to commencing the work.

**a. WORK SCHEDULES & MAINTENANCE OF TRAFFIC:** In performing work, the Contractor is responsible for maintaining safe traffic flow in accordance with Florida Department of Transportation Roadway and Traffic Design Standards 600 series, latest version, and any other applicable references. The Manager may, in his/her sole discretion, shut down the work completely or in part, for any failure to comply with the requirements herein. In the event of such a shutdown, no additional

compensation shall be paid to the Contractor. Contractor shall schedule work to minimize impact on the peak traffic periods. Peak periods are defined as 7:00 to 9:00 AM and 4:00 to 6:00 PM Monday through Friday. No lane closures shall be permitted during the peak periods.

**b. TRAFFIC SIGNAL TIMING:** The Contractor shall not make any modifications to traffic signal timing without the authorization of the Manager or his/her designee. Any timing or phasing changes shall be documented in the traffic controller cabinet on the intersection timing sheet and on the intersection maintenance log sheet

**c. UTILITY COORDINATION:** The Contractor is responsible for locating all utilities in the vicinity of the work and coordinating with all public and private utility companies, as may be necessary for proper and safe completion of the work.

**d. SUBCONTRACTING:** The Contractor will be solely responsible for all work. Any subcontractors must have prior written approval by the Manager.

## **VI. MATERIALS**

The Contractor shall provide all materials, labor, and equipment required to perform any Basic or Emergency-related work under this contract. The County shall provide materials for

Disaster-related Work and Contractor shall provide labor and equipment. The County shall reimburse the Contractor the actual cost of all materials furnished by the Contractor. The Contractor must submit documentation of cost with its invoices. The County may request additional documentation to confirm material costs.

a. **Cabinet Key:** If the Contractor requires access to a traffic control cabinet, he/she must sign one out from the Manager. If the Contractor is provided a cabinet key by the County, which allows access to traffic control cabinets, the Contractor shall not make copies of that key. Contractor will return the key to the Manager upon completion of the Work Order. If the key is not returned, the Contractor shall reimburse the County seventy-five dollars (\$75.00) for each unreturned key.

**VII. PROCEDURE FOR PRELIMINARY INSPECTION AND FINAL INSPECTION AND ACCEPTANCE**

**a. Preliminary Inspection**

The Contractor will notify the County when it has completed the work under a WORK ORDER and schedule a preliminary inspection. The County will inspect the work and provide a punch list of items to be completed before the Burn-in Period begins. Upon completion of the punchlist items, the Contractor shall schedule a second preliminary inspection. If the County deems

the punchlist items complete, the burn-in period shall commence and the County shall so state in writing.

**b. Burn-in Period:** All Work shall have a sixty (60) day burn-in period. During the Burn-in Period, the Contractor is responsible for any maintenance without charge to the County except for malfunction of County-supplied equipment. The Contractor shall also respond to emergency calls within two (2) hours of the call. The County shall not be responsible for the emergency maintenance of construction or rehabilitation work during the burn-in phases of the project.

**c. Final Inspection and Acceptance:** Acceptance of work does not constitute a waiver of any defects that are later detected.

#### **VIII. COMPENSATION**

##### **a. Bid Sheet Items**

Compensation for work covered by the bid items shall be at the established rate as applicable set forth in the Section III, Scope of Work.

##### **b. Items Not on Bid Sheet**

In the event work is required that is not included in the line items in Exhibit B, the Contractor will be paid for labor on an hourly rate. If the work is Basic or Emergency-related Work, the hourly rate is that which is provided in Exhibit B. If

the work is Disaster-related Work, the hourly rate is that which is provided in Exhibit C.

i. **Calculation of Time:** Payment will be made to the nearest one-quarter hour, i.e. projects lasting 5 minutes will be paid for one-quarter hour; projects lasting 35 minutes will be paid for two quarter hours; projects lasting 50 minutes will be paid for one hour.

1. **Regular Time:** Regular time work shall be work that was performed by the Contractor between the hours of Contractor's operating hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, not including holidays designated as such by the Brevard County Board of County Commissioners.

2. **Overtime:** Overtime shall be work that was performed by the Contractor outside of Regular Time. Overtime shall be authorized by the Manager in writing before commencement. Such authorization will not be unreasonably withheld. Any work done during Overtime without approval shall be compensated as Regular Time.

ii. **Materials and Equipment:** For this work, the Contractor shall also submit a quote and obtain County approval for any materials or equipment required prior to commencing work.

c. **Maintenance of Traffic:** The compensation for maintenance of traffic shall be one percent (1%) of the total project amount for each WORK ORDER. This item will be included in each WORK ORDER by the County and does not require a bid price by the contractor. This pay item is intended as a lump sum compensation to the contractor for the maintenance of traffic set up in accordance with the latest FDOT and Brevard County requirements for the life of this project.

d. **Mobilization:** The compensation for Mobilization shall be five percent (5%) of the total project amount for each WORK ORDER. This item will be automatically added to each work order by the County.

**e. COMPENSATION ADJUSTMENTS**

Compensation schedules set forth in Exhibits B and C may be adjusted after the second year of the contract upon mutual written consent of the parties. Compensation shall be based on material cost variation or other relevant economic conditions, sufficiently documented by the requesting party. Either party may request a compensation adjustment.

**IX. NOTICES AND COMMUNICATION**

Any notices required herein, shall be provided as follows:

County Representative	Contractor Representative
Name	Name <b>George Hamil</b>
Position	Position <b>Area Manager</b>
Address	Address <b>242 N. Westmonte Drive Altamonte Springs, FL 32714</b>
Phone	Phone <b>407.448.0523</b>
E-mail	E-mail <b>g.hamil@tcd-usa.com</b>

The Contractor will provide and keep up-to-date the name and cell phone number of its construction supervisor.

**X. INVOICES:** Invoices shall be submitted on a monthly basis as work is completed. The Contractor shall certify that the work has been completed. Invoices submitted by the Contractor to the County shall be sent with proper documentation to the address provided above. Each party is responsible for updating this contact information as necessary.

**XI. WARRANTY**

The Contractor shall warranty all work for a period of twelve (12) months for workmanship and shall extend to the County the same warranty on all materials and equipment furnished under this agreement, which the manufacturer extends to the Contractor, or purchasers, whichever is greater.

**XII. TERM**

This Agreement shall be for a term of three (3) years with the option to renew twice for one-year increments. Renewals must be in writing and signed by the County.

**XIII. TERMINATION**

The County may terminate this contract with or without cause. The County shall provide forty-five (45) days written notice to the Contractor of termination. Upon receipt of such notice, the Contractor shall immediately discontinue all work and deliver to the County all data, drawings, specifications, reports, estimates, summaries and any and all such other information and materials of whatever type or nature as may have been accumulated by the contractor in performing this Agreement, whether completed or in process.

a. **Compensation**

The Contractor shall be paid for services performed up to but not including the date of termination.

**XIV. CONTRACTOR QUALIFICATIONS**

The Contractor must be a pre-qualified contractor with Florida Department of Transportation in the fields of traffic signal and computerized traffic control. The Contractor must provide documentation to the County of such pre-qualifications and maintain the pre-qualifications throughout the term of the contract.

The Contractor shall have adequate staff and equipment to perform two (2) WORK ORDERS at the same time. At the County's request, the Contractor shall define and submit a Management Plan and Resource List showing their ability to handle multiple concurrent projects.

a. **Staff Requirements:** The Contractor shall have available to perform Emergency Work at least one (1) IMSA Certified Level II Traffic Signal Technician with at least two (2) years of experience in traffic signal maintenance. Only IMSA Certified Level II Traffic Signal Technicians or personnel under the direct supervision of an IMSA Level II traffic Signal Technician shall perform work on any components within the traffic control cabinet. The Contractor shall designate a construction supervisor to coordinate work with County staff.

b. **Equipment Requirements:** The Contractor shall have at least one (1) vehicle at all times capable of and available to perform aerial traffic signal maintenance work above thirty-five feet (35'). The vehicle must be in safe working condition. The County may inspect the vehicle or other equipment at any time.

**XV. INDEPENDENT CONTRACTOR**

The Contractor shall perform the conditions of this agreement as an independent contractor and nothing contained

herein shall be construed to be inconsistent with this relationship or status. Nothing in this agreement shall be in any way construed to constitute the Contractor, or any of its agents or employees, as an agent, employee or representative of the County.

**XVI. ASSIGNABILITY**

The Contractor may not assign any of its rights or responsibilities under this Contractor without the prior written consent of the County.

**XVII. NON-EXCLUSIVITY**

The parties hereto specifically agree that this is a non-exclusive agreement and that the County may select other contractors to perform Basic Work, Disaster-related Work, and/or Emergency-related Work. The Contractor may also do such work for any other entity.

**XVIII. PUBLIC RECORDS**

Pursuant to Section 119.0701, a request to inspect or copy public records relating to this Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request and the Contractor must provide the records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The

Contractor may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If the Contractor fails to provide the requested public records to the County within a reasonable time, the Contractor may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Contractor's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Contractor's possession and control, the Contractor agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Contractor shall hire and compensate attorney(s) to represent the Contractor and County in defending such action. The Contractor shall pay all costs to defend such action and any costs and attorneys fees awarded pursuant to Section 119.12.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF**

**PUBLIC RECORDS AT Robert Hendricks at 321-617-7202 or  
robert.hendricks@brevardfl.gov**

**XIX. RIGHT TO AUDIT**

The County and its auditors shall be entitled to audit the books and records of the Contractor to the extent that such books and records relate to the performance of this Agreement. The Contractor shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the County and its auditors to insure proper accounting for all funds expended under this Agreement. Said records shall be made available, upon request, for audit purposes to Brevard County and its auditors. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing.

**XX. INDEMNIFICATION**

The Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death or personal injury, or to property damage, including loss of use resulting

therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a work-related injury to any of the Contractor's employees, any subcontractor, or any of their employees. The Contractor acknowledges receipt of adequate consideration for this provision.

#### **XXI. INSURANCE REQUIREMENTS**

The Contractor providing services under this Agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts.

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverages: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, and "X-C-U" hazards.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all persons conducting the Contractor's

operations on County premises or on behalf of the County in the full amount required by the State of Florida laws. The Contractor shall provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverages enumerated above constitute the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

**XXII. ATTORNEY'S FEES**

In the event of any legal action to enforce the terms of this contract, each party shall bear its own attorney's fees and costs.

**XXIII. VENUE**

Venue for any legal action brought by any party to this agreement to interpret, construe, or enforce this Agreement

shall be in a court of competent jurisdiction in and for Brevard County, Florida. Any trial shall be non-jury.

**XXIV. BOND**

Before beginning any work under this contract, the contractor shall furnish a surety (performance) bond in the amount of two hundred fifty thousand dollars (\$250,000.00), which bond shall guarantee the faithful performance of any and all duties and materials or labor under this Agreement.

**XXV. UNAUTHORIZED ALIEN WORKERS**

Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider the employment by the contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the County. The County expressly requires the contractor and subcontractors performing work or providing services pursuant to this contract to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees

hired by the contractor and subcontractors during the contract term.

**XXVI. PUBLIC ENTITY CRIMES**

The Contractor must provide a fully executed Public Entity Crimes Affidavit in accordance with F.S. 287.133(3)(a) within ten (10) days of the date of this Agreement and prior to commencing any work under this Agreement.

**XXVII. PIGGYBACKING**

The County encourages and allows the Contractor to extend pricing, terms, and conditions of this contract to other government entities at the discretion of the Contractor.

**XXVIII. ENTIRE AGREEMENT**

This Agreement embodies the entire agreement and understanding between the parties hereto and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein.

**XXIX. SEVERABILITY**

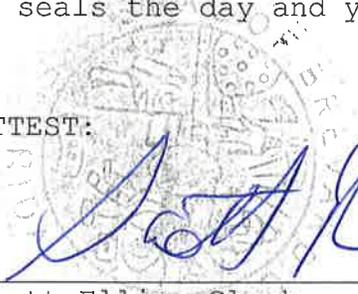
In the event a court of competent jurisdiction finds any sentence, provision, paragraph, or section of this Agreement null and void, the remaining parts of this Agreement shall continue in full force and effect as though such sentence, provision, paragraph or section has been omitted from this Agreement.

**XXX. WAIVER**

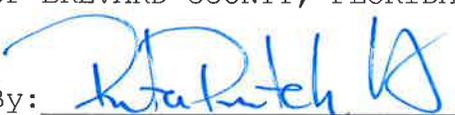
No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

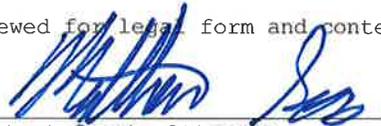
  
  
\_\_\_\_\_  
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

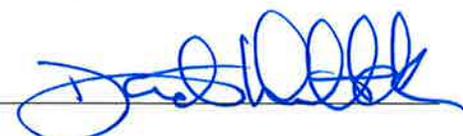
By:   
\_\_\_\_\_  
Rita Pritchett, Chair

Approved by the Board on: 10-10-17

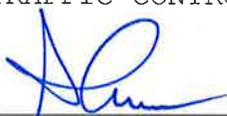
Reviewed for legal form and content:

  
\_\_\_\_\_  
Assistant County Attorney

ATTEST:

  
\_\_\_\_\_

TRAFFIC CONTROL DEVICES, INC.

  
\_\_\_\_\_  
Gregory S. Cockman, President

CERTIFICATE

I, the undersigned, Gregory S. Cockman, do HEREBY CERTIFY that the following is a true and correct statement of resolutions adopted by Consent of the Board of Directors of Traffic Control Devices, Inc., on 7/23/2018 and the action taken has not in any manner been rescinded or modified.

APPROVAL OF AGREEMENT

RESOLVED, that the Agreement between Traffic Control Devices, Inc. and the Board of County Commissioners of Brevard County, Florida, appended hereto and by reference made a part hereof is hereby approved by the Corporation.

FURTHER RESOLVED, that the President or Vice President, as well as other appropriate officers of this Corporation, are empowered to execute any and all documents, and/or instruments, to effect the purposes of the above Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said ASSOCIATION this 25<sup>th</sup> day of JULY, 2018.

  
\_\_\_\_\_  
Gregory S. Cockman, President  
Traffic Control Devices, Inc.

I HEREBY CERTIFY that on this day personally appeared before me Gregory S. Cockman, to me known to be the person who signed the foregoing Certificate as such officer, and acknowledged the execution thereof to be his free act and deed on behalf of Traffic Control Devices, Inc. that he affixed thereto the official seal of the Corporation; and that as such officer, he is duly authorized to do so.

WITNESS my signature and official seal this 25<sup>th</sup> day of July 2018.

Karen A. Ricketson

Notary Public, State of  
My Commission Expires

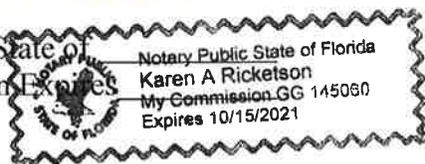


Exhibit "A"

**Brevard County  
Traffic Operations**



**SUPPLEMENTAL SPECIFICATIONS FOR  
SIGNALIZATION AND HIGHWAY LIGHTING**

**April 25, 2018**

## 1. General Specifications

- 1.1. All construction, installation and equipment shall be in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition, and the FDOT Design Standards, latest edition, except as otherwise noted herein. If there are conflicts between this specification and the FDOT documents noted above, this specification shall govern.
- 1.2. The Contractor shall submit shop drawings via email (or FTP) to the Brevard County Traffic Operations Manager, which have been stamped and reviewed by the Engineer of Record. The submittals are to include any relevant manufacturer's descriptive literature, technical data for each equipment item proposed, and the construction plans showing the cable runs, conductors and conduit for each intersection to be constructed. Subject lines for emails shall indicate the project name and number, and submittal number and subject, as applicable.
- 1.3. The Contractor shall submit one (1) electronic copy and one (1) hard copy of as-built drawings to the Traffic Operations Manager in accordance with FDOT Standard Specification 611 - Acceptance Procedures for Traffic Control Signals and Devices.
- 1.4. Signals at previously unsignalized intersections shall be placed in flashing operation for no less than seven (7) days and no more than fourteen (14) days prior to being placed into full operation.
  - 1.4.1. Signals shall be placed in flash and full operation only on a Tuesday, Wednesday, or Thursday, between 9 – 11 AM
  - 1.4.2. Brevard County Traffic Operations (BCTO) shall be given notice 72 hours prior to being placed in flash and 24 hours prior to activation. BCTO shall be present during activation.
  - 1.4.3. The Contractor shall provide a Portable Dynamic Message Sign (PDMS) displaying "USE CAUTION" and "NEW SIGNAL AHEAD", during seven (7) days of flash operations and seven (7) days after activation.
  - 1.4.4. PDMS shall be placed on two (2) approaches as directed, typically 500 feet in advance of stop lines. PDMS shall be capable of automatic day/night visibility and operation for seven (7) days, in any weather, and contractor shall provide 2-hour response time in case of failure.
- 1.5. Temporary Traffic Control shall be in accordance with FDOT Design Standards (Specification 102 and Standard Plans 600 Series) and the Manual on Uniform Traffic Control Devices (MUTCD), latest edition.
- 1.6. The County has the first right to equipment designated to be removed from the site. Before the final inspection the contractor shall deliver equipment claimed by the County to Traffic Operations, 580 Manor Drive, Merritt Island, Florida 32952. The contractor shall properly dispose of any equipment not claimed by the County per FDOT specification.

## 2. Signal Construction Specifications

- 2.1. Two (2) conduit runs shall be provided between each pole and the cabinet entry pull box. Pull strings shall be installed in empty conduits. At minimum, there shall be seven (7) - 2" conduits and two (2) - 1" conduits entering the cabinet, as follows. (See also Exhibit A)
  - 2.1.1. Seven (7) 2" conduits to include: (2) signal cable, (1) pedestrian cable, (1) communications, (1) detector, and (2) spare from the cabinet to the nearest pull-box.
  - 2.1.2. Two (2) 1" conduits to include: (1) Rigid Galvanized Metal electrical service conduit per FDOT Specification 630 and (1) PVC conduit for ground rods.
- 2.2. A generator tie-down consisting of a 12" eye bolt shall be installed on the hinge side of the cabinet pad. See Exhibit A.

- 2.3. Cabinets, pedestrian signal, flasher pedestal bases, and vehicle signals shall be attached with "Red Head" anchors (5/8" – 3/4").
- 2.4. Cabinet bases shall be a minimum of 10" above the adjacent top of curb or edge of pavement, and must include a technician pad (see Exhibit A). All cabinet bases shall be able to accommodate an uninterruptable power supply (UPS). Refer to Section 5 for UPS Specifications. Contractor shall notify Traffic Operations a minimum of 48 hours prior to base installation.
- 2.5. An anti-seize compound shall be applied to the threads of all nuts, bolts, and attachment hardware that are exposed to weather. The compound shall be applied during installation and whenever fasteners are manipulated during maintenance. A contact paste shall be applied in accordance with manufacturer's recommendations on all electrical connections inside the service disconnect.
- 2.6. Hardware connections exposed to weather shall be sealed with appropriate gasket material, or clear silicone caulk. This includes top-of-signal to mounting hardware connections.
- 2.7. Mast arm assemblies shall be unpainted, galvanized steel unless otherwise directed by the Traffic Operations Program Manager.
- 2.8. Pedestrian cable assemblies shall be continuous between each mounting pole and the cabinet. No splicing will be allowed in intermediate locations or disconnect hangers unless approved otherwise.
- 2.9 Priority pre-emption shall be a continuous run (no splices) and shall be rated for wet locations.

### **3. Illumination Systems Specifications**

- 3.1. Intersection lighting and/or illuminated sign control shall be accomplished with a single control point and photocell, connected to the spare breaker slot in the service disconnect or in the cabinet where applicable.
- 3.2. Street lighting systems shall be of the 4-wire design, with one (1) neutral line, two (2) electrical feed lines (example: 2-240 VAC lines of opposite phases of 480 VAC), and one (1) bonded ground line with a breakaway-type fused link at the base of the pole.
- 3.3. Light pole bases shall include a transformer base of TB-1 or TB-2 configuration as bolt circle conversion requires.
- 3.4. Where a cobra head fixture is required, a flat medium cut-off lens is to be provided at minimum.
- 3.5. Where lighting structures are visible from the Atlantic shore, proper shielding shall be provided to direct lighting away from the beach. Beachside inspections will include nighttime viewing to ensure that no stray light shines toward the beach. Final approval is subject to compliance with State and Federal regulations.
- 3.6. Street Lighting and Luminaires on Signal Mast Arm shall be LED operating at 120 volts, or 250 Watt or 400 Watt High Pressure Sodium lamps with mogul base (unless Low Pressure Sodium lighting is required for environmental reasons), as determined by the Traffic Operations Program Manager.
- 3.7. Street lighting structures adjacent to, or over, open waterways need to be equipped with vibration dampeners as recommended by the manufacturer.

### **4. Traffic Control Equipment**

- 4.1. For system compatibility the equipment listed below shall be manufactured by the following companies or with identical and/or specified designs when approved by the Traffic Operations Program Manager or their designee:
  - 4.1.1. Signal disconnects shall be 18 circuit terminal block so that each wire of signal cable can be terminated under a compression type screw. All spares are to be terminated to terminal block overhead.

- 4.1.2. Traffic signal service disconnect (breaker box) -100 Amp service with lightning arrester terminated under separate lug as required in NEC 2010 manufactured by Square D - QO Series, GE, or Siemens.
  - 4.1.3. Traffic signal heads shall be all black polycarbonate with a reinforcement plate in the top sections and retro reflective back plates. All five section heads shall have aluminum top section.
  - 4.1.4. Signal indications shall be LED modules by Diolight with a fifteen (15) year warranty.
  - 4.1.5. Pedestrian signal heads shall be all polycarbonate, 1-section (16"x18") with two ¼" weep holes in the bottom of the fixture and LED countdown indications.
  - 4.1.6. Loop Detectors shall be LCD 2-channel rack mount detectors by Eberle Design (Oracle Series), Trafficware, or Reno A&E.
  - 4.1.7. Pedestrian detectors shall be Bulldog Series piezo-activated detectors with a momentary indicator and audible tone by Polara, with one ¼" weep hole in the bottom.
  - 4.1.8. Audible/Tactile Pedestrian Detection shall be the Navigator EZ Communicator System.
  - 4.1.9. Video Detection shall be Encore Terra cameras with integrated machine vision processors by Autoscope, or the Gridsmart vehicle detection system (dual camera system) installed per Gridsmart specifications, and as determined by the Traffic Operations Program Manager.
  - 4.1.10. Encore Terra Cameras shall be connected by a three-wire connection between overhead video processor and the control cabinet for networking, video streaming, and data communications. Coaxial cable is not permitted. Gridsmart field wiring shall be insulated CAT5e cable.
- 4.2. The Traffic Controller Cabinet will be a TS-2 Type 1 Cabinet, with a UPS Assembly installed separately. The Traffic Signal Cabinet and UPS cabinet will stand alone. (No Integrated Signal Cabinets) Traffic Control Equipment shall be compatible with Brevard County ATMS.now software package by Trafficware, Inc. and shall comply with the following provisions:

<b>Quantity</b>	<b>Description</b>
1	Trafficware TS2 Type 1 ATC Ethernet Enabled Controller version 76.x
1	Type 6 Signal Controller Cabinet
1	MMU with LCD display and FYA operation capability with Ethernet
3	TS2 BIU rack mounted
16	NEMA Load Switches
1	NEMA Flasher
5	Flash Transfer Relays
1	Luminaire Panel w/ test switch and photo-cell
1	TS2 Cabinet Power Supply
1	16 Channel Detector Rack
1	2 Channel Opticom Rack & Field Panel
1	16 Channel Loop Detector Panel w/ 16 SRA-6LC Surge Arrestors
1	Set of FDOT Spec Load Resistors for Back Panel
1	Ball Bearing Roller Drawer
1	Generator Plug-in Module
4	LCD Detector 2 CH TS2
1	Ethernet Switch (see Section 7 – ITS)

## **5. Uninterruptible Power Supply (UPS) Batteries**

- 5.1. The UPS shall be an Alpha FL08 UPS FXM1100 with 220 GXL Batteries for 8.5 hours run time at 450W, with a battery balancer which provides a 5 year warranty.
- 5.2. The Alpha Outdoor Enclosure Type 6 with generator plugin model shall be a stand-alone base mount style only.

## **6. Back-Up Generator**

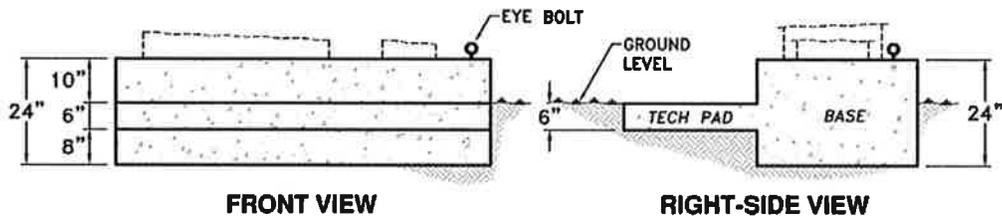
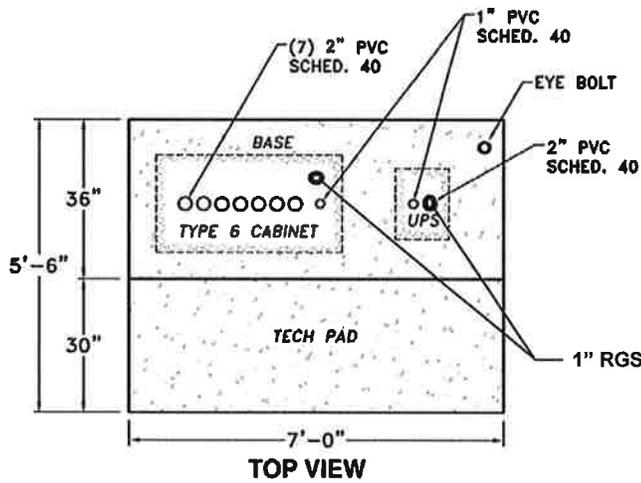
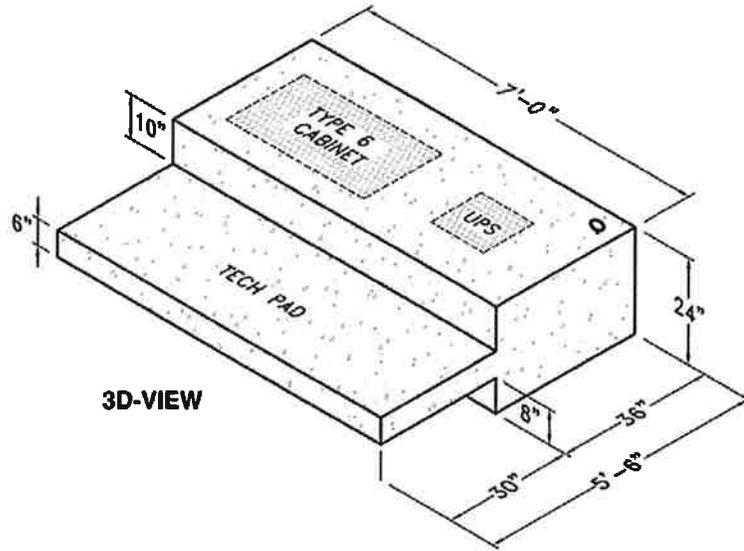
- 6.1 Generator shall be a Portable Honda EU 3000iS generator 3000W, 120V super quiet, with inverter that provides stable power for computer equipment, and convenient electric start.
- 6.2 Generator shall be fuel efficient up to 20 hours on 3.4 gallons of gas.
- 6.3 Include the Honda EU 3000 Wheel Kit and a 30 foot generator cord with #8 wire S.O. cable design having a 30 amp generator plugs with a male and female ends.

## **7. Intelligent Transportation System (ITS) Components**

- 7.1 Managed Field Ethernet Switch shall be the Brocade ICX 7150-C12P Compact Switch with two (2) Brocade 1000BASE-LX SFP transceivers, or approved equal as determined by the Traffic Operations Manager.
- 7.2 See separate Brevard County Intelligent Transportation System Specifications for additional requirements related to ITS components, if applicable. Additional components might include Fiber Optic Cable, a Managed Network Switch/Router, CCTV camera, ITS vehicle detection system, and Adaptive Signal Control system equipment.

**Brevard County Traffic Engineering  
Supplemental Specifications for Signalization and Highway Lighting**

**Exhibit A – Concrete Cabinet Base**



**Brevard County  
Traffic Operations**



**SIGNALIZATION GENERAL NOTES**

**April 25, 2018**

1. EQUIPMENT, INSTALLATION, AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SPECIFICATIONS AND THE FOLLOWING, UNLESS OTHERWISE NOTED.
  - a. FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
  - b. FDOT DESIGN MANUAL, LATEST EDITION.
  - c. BREVARD COUNTY SUPPLEMENTAL SPECIFICATIONS FOR SIGNALIZATION AND HIGHWAY LIGHTING, APRIL 10, 2018.
  - d. IF CONFLICTS ARISE, THE BREVARD COUNTY SUPPLEMENTAL SPECIFICATIONS SHALL GOVERN.
2. THE MAINTAINING AGENCY IS BREVARD COUNTY TRAFFIC OPERATIONS. THE CONTRACTOR SHALL NOTIFY THE MAINTAINING AGENCY AT LEAST 72 HOURS BEFORE BEGINNING TRAFFIC SIGNAL RELATED WORK (321-455-1440).
3. THE CONTRACTOR SHALL MAINTAIN THE TRAFFIC SIGNAL DURING THE PROJECT, FROM THE TIME WORK BEGINS OR ANY GROUND IS BROKEN ON SITE UNTIL FINAL ACCEPTANCE.
4. IN THE EVENT THAT PERMANENT VEHICLE DETECTION IS DISRUPTED, THE CONTRACTOR SHALL PROVIDE AN ALTERNATE MEANS OF DETECTION TO ALL LANES APPROACHING THE INTERSECTION, SEPARATING EACH MOVEMENT WHICH PREVIOUSLY HAD DETECTION.
5. THE CONTRACTOR SHALL HAVE AN IMSA LEVEL II CERTIFIED SIGNAL TECHNICIAN ON CALL WITHIN A MAXIMUM OF TWO HOURS RESPONSE TIME.
6. THE CONTRACTOR SHALL COORDINATE THE FINAL ACCEPTANCE INSPECTION IN ACCORDANCE WITH FDOT SPECIFICATION 611-2.2 WITH BOTH THE ENGINEER OF RECORD AND THE MAINTAINING AGENCY AT LEAST TEN DAYS IN ADVANCE SO THAT THEY CAN BE PRESENT. SIGNAL INSTALLATION INSPECTION REQUIREMENTS SHALL BE IN ACCORDANCE WITH FDOT SPECIFICATION 105-8.9.
7. THE CONTRACTOR IS REQUIRED TO SUBMIT ONE (1) ELECTRONIC COPY AND ONE (1) HARD COPY OF THE AS-BUILT DRAWINGS TO BREVARD COUNTY TRAFFIC OPERATIONS PRIOR TO INSPECTION OF THE COMPLETE TRAFFIC CONTROL SIGNAL AND DEVICE INSTALLATION. THE AS-BUILT DOCUMENTATION AND COMPONENTS SHALL BE IN ACCORDANCE WITH FDOT SPECIFICATION 611-2.3.
8. THE CONTRACTOR IS REQUIRED TO PERFORM FIELD TESTS OF INSTALLATIONS IN ACCORDANCE WITH FDOT SPECIFICATION 611-4.
9. CHANGES IN THE PLACEMENT OF VEHICLE DETECTION LOOPS, ZONES OR ANY PART OF THE SIGNALIZATION PLANS ARE PROHIBITED, UNLESS WRITTEN APPROVAL IS OBTAINED FROM BREVARD COUNTY TRAFFIC OPERATIONS MANAGER OR THEIR DESIGNATED REPRESENTATIVE.

10. DETECTOR UNIT RACKS SHALL BE PLAINLY LABELED BY DETECTOR AND PHASE IN ACCORDANCE WITH THE SIGNAL-OPERATING PLAN AND NEMA STANDARD.
11. ALL SIGNAL HEADS SHALL HAVE TUNNEL VISORS, LED DISPLAYS, AND RETRO-REFLECTIVE BACKPLATES.
12. ALL VEHICULAR SIGNAL HEADS SHALL BE BLACK ALL POLYCARBONATE. FOR SPANWIRE INSTALLATIONS, THE TOP SECTION OF THE THREE-SECTION HEADS SHALL BE REINFORCED WITH A STAINLESS STEEL PLATE. ALL FIVE-SECTION SIGNAL HEADS SHALL OPEN AWAY FROM THE CENTER OF THE SIGNAL HEAD FOR SERVICE ACCESS.
13. FOR SPANWIRE INSTALLATIONS, FIVE SECTION SIGNAL HEADS SHALL BE LIGHTWEIGHT WITH AN ALUMINUM TOP SECTION.
14. PEDESTRIAN FACILITIES SHALL NOT BE OBSTRUCTED BY SIGNAL EQUIPMENT AND SHALL MEET ALL ADA REQUIREMENTS.
15. THE CONTROLLER CABINET SHALL BE ORIENTED SO THAT THE DOOR OPENS AWAY FROM THE INTERSECTION.
16. THE CONTRACTOR SHALL HAND DIG THE FIRST FOUR (4) FEET AT EACH POLE LOCATION AND TWO (2) FEET AT EACH PEDESTAL LOCATION TO VERIFY NO UTILITIES CONFLICTS.
17. THE CONTRACTOR SHALL VERIFY COLOR CODES FOR BOTH SIGNAL CABLE AND INTERCONNECT CABLE WITH BREVARD COUNTY BEFORE ORDERING.
18. EQUIPMENT SHALL MEET THESE FUNCTIONAL SPECIFICATIONS OR REQUIREMENTS:
  - a. SIGNAL CONTROLLERS AND CABINETS – CABINET SHALL BE OF NEMA TS-2 TYPE 1 CONFIGURATION OF THE TRAFFICWARE DESIGN. EQUIPMENT SHALL BE COMPATIBLE WITH BREVARD COUNTY ATMS SYSTEM UTILIZING THE TRAFFICWARE ATMS.NOW SOFTWARE.
  - b. UNINTERRUPTIBLE POWER SUPPLIES – UPS UNITS SHALL INCLUDE AN ETHERNET REMOTE MANAGEMENT MODULE AND BE IP ADDRESSABLE. UNITS SHALL PROVIDE REMOTE HTTP WEB PAGE MANAGEMENT. A MINIMUM OF 1100 VA CAPACITY (9.1 AMPS OUTPUT) IS REQUIRED. UNITS SHALL PROVIDE VOLTAGE REGULATION IN VARIABLE POWER CONDITIONS. ADDITIONALLY, BATTERIES SUPPLIED WITH THE SYSTEM SHALL BE 100 AMP HOUR MINIMUM GAS MAT CONSTRUCTION.
  - c. GENERATORS - ES3000iS HONDA 3000WATT, 120V ELECTRIC START WITH INVERTER THAT PROVIDES STABLE POWER FOR COMPUTER EQUIPMENT.
  - d. TRAFFIC SIGNAL SERVICE PANEL – MEETING SPECIFICATIONS OF SQUARE D QO SERIES WITH LIGHTNING ARRESTER TERMINATED UNDER SEPARATE LUG AS REQUIRED BY NFPA 70, NATIONAL ELECTRICAL CODE.
  - e. TRAFFIC SIGNAL HEADS SHALL INCLUDE MINIMUM OF FIVE BOLTS CONNECTING THE BLACK POLYCARBONATE SIGNAL SECTIONS IN ADDITION TO THE TRI-STUD COUPLING. ADDITIONALLY, THE TOP SECTION SHALL INCLUDE A STAINLESS STEEL REINFORCEMENT PLATE TO STRENGTHEN THE TRI-STUD ATTACHMENT (REFER TO NOTE 13 FOR 5-SECTION SIGNAL HEAD).

- f. PEDESTRIAN SIGNAL INDICATIONS SHALL BE 16" x 18" AND INCLUDE A LED COUNTDOWN DISPLAY.
  - g. PEDESTRIAN SIGNAL ASSEMBLIES SHALL BE BLACK POLYCARBONATE. THE MOUNTING ARMS SHALL BE EITHER POLYCARBONATE OR ALUMINUM. THE SIGNAL HEAD SHALL HAVE (2) - 1/4" WEEP HOLES PLACED IN THE BOTTOM.
  - h. PEDESTRIAN DETECTORS SHALL BE PIEZO ACTIVATED AND INCLUDE A MOMENTARY INDICATOR AND AUDIBLE TONE AS THE POLARA BULLDOG DETECTOR PROVIDES, DETECTOR HOUSING SHALL HAVE (1) - 1/4" WEEP HOLE PLACED IN THE BOTTOM.
  - i. VIDEO DETECTION - AUTOSCOPE VISION HD – THE VIDEO DETECTION SYSTEM SHALL UTILIZE A THREE-WIRE BROADBAND OVER POWER CONNECTION BETWEEN OVERHEAD VIDEO CAMERA-PROCESSOR AND CONTROLLER CABINET. NO COAXIAL CABLE CONNECTION WILL BE ACCEPTED. VIDEO PROCESSING SHALL BE PERFORMED IN THE OVERHEAD MOUNTED VIDEO UNITS. VIDEO DETECTION SYSTEM SHALL BE INSTALLED TO MANUFACTURER DESIGN SPECIFICATIONS AND SHALL CONFORM TO THE NEMA TS2 STANDARD. NO OTHER VIDEO DETECTION SYSTEM WILL BE ACCEPTED.
  - j. VIDEO DETECTION - GRIDSMART – THE VIDEO DETECTION SYSTEM SHALL UTILIZE A TWO CAMERA SYSTEM, MANUFACTURER APPROVED SHIELDED INSULATED ETHERNET CABLE WILL BE USED FROM CAMERA TO CONTROLLER CABINET. THE VIDEO DETECTION SYSTEM SHALL BE INSTALLED AS TO MANUFACTURER DESIGN SPECIFICATIONS AND SHALL CONFORM TO THE NEMA TS2 STANDARD. NO OTHER VIDEO DETECTION SYSTEM WILL BE ACCEPTED.
  - k. ILLUMINATED STREET NAME SIGNS – SHALL BE LED ILLUMINATED, WITH A SINGLE PHOTOCELL PROVIDING NIGHT/DAY CONTROL FOR ALL SIGNS WITHIN THE INTERSECTION.
19. DISCONNECTS SHALL BE 18 CIRCUIT TERMINAL BLOCK SO THAT EACH WIRE OF A SIGNAL CABLE CAN BE TERMINATED UNDER A COMPRESSION TYPE SCREW. ALL SPARES ARE TO BE TERMINATED TO TERMINAL BLOCK OVERHEAD.
20. IN SPAN MOUNTED INSTALLATIONS, SIGNAL HEADS SHALL BE WIRED DIRECTLY TO THE TERMINAL BLOCK WITHOUT USING "CINCH JONES" PLUGS. DROP HANGERS SHALL BE TRI-STUD AND SERRATED. ADJUSTABLE DROP PIPES ARE PROHIBITED.
21. A MINIMUM OF SIX (6) INCHES OF SLACK SHALL BE PLACED IN THE CONDUCTORS WHICH BYPASS HANGERS OR DISCONNECTS IN ORDER TO PREVENT CHAFFING AND TO PROVIDE FOR SERVICEABILITY.
22. IN SPAN-MOUNTED INSTALLATIONS, TWO RUNS OF 16-CONDUCTOR SIGNAL CABLE SHALL BE PROVIDED FOR FUTURE EXPANSION. PEDESTRIAN HEADS AND PUSH BUTTON DETECTORS SHALL BE CABLED WITH 12-CONDUCTOR CABLE AND SHALL HAVE AT LEAST TWO SPARE WIRES FOR EACH HEAD OR BUTTON.
23. IN MAST ARM INSTALLATIONS, A SEPARATE CABLE SHALL BE RUN FROM MAST ARM BASE TO EACH SIGNAL HEAD. ALL VEHICULAR SIGNAL HEADS SHALL BE PROVIDED WITH THREE SPARE WIRES. PEDESTRIAN SIGNALS SHALL BE CONNECTED WITH A 5-CONDUCTOR CABLE AND PEDESTRIAN PUSH BUTTONS SHALL BE CONNECTED WITH A MINIMUM OF 3- CONDUCTOR CABLE. BELDEN WIRE ARE PROHIBITED.

24. BASKET TYPE CABLE STRAIN RELIEF SHALL BE UTILIZED TO SUSPEND CABLES FROM THE J-HOOK OF MAST ARM ASSEMBLIES. A MINIMUM OF SIX (6) FEET OF SLACK IN SIGNAL CONDUCTOR CABLES SHALL BE PLACED WITHIN THE UPRIGHT BASE SUCH THAT THE TERMINAL BLOCK CAN BE REMOVED FROM THE UPRIGHT TO ALLOW FOR TROUBLE SHOOTING.
25. ALL CABLING SHALL BE LABELED BY CABLE AND BY WIRE. INTERCONNECT CABLING SHALL INDICATE DIRECTION AND NEXT TERMINATED CABINET. ALL SPARES SHALL BE LABELED AS SPARES IN ASSOCIATED RUN SUCH AS "WB ARM" FOR THE WESTBOUND MASTARM SPARES. LABELING SHALL BE ATTACHED TO CABLE NEAR THE TERMINATION POINT.
26. CABINET WIRING SHALL BE NEATLY BUNDLED, SEPARATED, AND LABELED MAST ARM ASSEMBLIES SHALL BE UNPAINTED, GALVANIZED STEEL UNLESS DIRECTED DIFFERENTLY BY THE TRAFFIC OPERATIONS MANAGER.
27. TWO CONDUIT RUNS SHALL BE PROVIDED BETWEEN EACH POLE AND THE CABINET ENTRY PULL BOX. PULL STRINGS ARE TO BE INSTALLED IN ALL SPARE CONDUITS. AT MINIMUM, THERE SHALL BE SEVEN (7) 2-INCH CONDUITS ENTERING THE CABINET AS FOLLOWS: (2-SIGNAL CABLE, 1-PEDESTRIAN CABLE, 1-COMMUNICATIONS, 1-DETECTOR, AND 2-SPARE FROM THE CABINET TO THE NEAREST PULL BOX). TWO 1" CONDUITS TO INCLUDE: (1) RIGID GALVANIZED STEEL (RGS) ELECTRICAL SERVICE PER FDOT SPECIFICATION 630 – CONDUIT AND (1) PVC FOR GROUND RODS.
28. PEDESTRIAN CABLE ASSEMBLIES SHALL BE CONTINUOUS FROM MOUNTING LOCATION TO CONTROL CABINET OR MAST ARM UPRIGHT. SPLICING WILL NOT BE ACCEPTED IN INTERMEDIATE LOCATIONS OR DISCONNECT HANGERS WITHOUT PRIOR WRITTEN APPROVAL FROM BREVARD COUNTY TRAFFIC OPERATIONS.
29. THE TRAFFIC OPERATIONS MANAGER, OR DESIGNATED REPRESENTATIVE, RESERVES THE RIGHT TO MAKE FIELD ADJUSTMENTS, IN WRITING.
30. THE CONTRACTOR SHALL FURNISH AND INSTALL GROUNDING AND LIGHTNING PROTECTION IN ACCORDANCE WITH FDOT SPECIFICATION 620. THE BREVARD COUNTY TRAFFIC SYSTEMS SUPERVISOR, OR DESIGNATED REPRESENTATIVE, SHALL BE PRESENT WHEN GROUND RODS ARE INSTALLED. CONTRACTOR SHALL SUBMIT ALL TEST REPORT DATA TO BREVARD COUNTY PRIOR TO FINAL ACCEPTANCE.
31. ELECTRICAL SERVICE REQUIRES A METER CAN, PER FPL SPECIFICATIONS, AS FOLLOWS:
  - A. ALL METER SOCKETS (METER ENCLOSURES) ARE TO BE PROVIDED AND INSTALLED BY THE CUSTOMER AND SHALL BE LISTED ON FPL'S APPROVED METER ENCLOSURE LIST.
  - B. THE METER ENCLOSURE SHOULD BE MARKED WITH THE ADDRESS AND IDENTIFIED AS A TRAFFIC SIGNAL SERVICE.
  - C. ALL TRAFFIC SIGNAL PLANS NEED TO INCLUDE A RISER DIAGRAM FOR THE NEW SERVICE.

- d. SERVICE TO TRAFFIC SIGNALS WILL BE 120V TO GROUND UNLESS SPECIFIED OTHERWISE. FEE FOR UNDERGROUND SERVICE SHALL BE PER THE CURRENT FPL TARIFF AND NEEDS TO BE PAID A MINIMUM THREE WEEKS PRIOR TO SERVICE CONNECTION. THE CONTRACTOR MUST PROVIDE AND INSTALL TRAFFIC SIGNAL HAND HOLE AT THE BASE OF DESIGNATED FPL POLE WITH 2" CONDUIT FROM HAND HOLE TO A 90 DEGREE BEND AT BASE OF POLE. HAND HOLE AND CONDUIT MUST BE INSTALLED TWO WEEKS PRIOR TO INSTALLATION OF FPL U-GUARD AND SERVICE CONDUCTOR UP THE POLE. IF LOCATION IS SERVED BY BURIED ELECTRIC, CONTACT FPL RELOCATION COORDINATOR TO COORDINATE CONNECTION OF ELECTRIC SERVICE.
32. PULL, SPLICE, AND JUNCTION BOX INSTALLATIONS AND RELOCATIONS SHALL MEET THE REQUIREMENTS OF FDOT SPECIFICATION 635 AND FDOT INDEX 635. SEPARATE PULL BOXES SHALL BE PROVIDED FOR SIGNAL, COMMUNICATION AND POWER CABLES.
33. AN ANTI-SIEZE COMPOUND SHALL BE APPLIED TO THE THREADS OF ALL NUTS, BOLTS, AND ATTACHMENT HARDWARE WHICH ARE EXPOSED TO WEATHER.
34. A CONTACT PASTE SHALL BE APPLIED TO ALL CONNECTIONS INSIDE THE SERVICE DISCONNECT.
35. THE COUNTY SHALL HAVE FIRST RIGHT TO ANY EQUIPMENT DESIGNATED TO BE REMOVED FROM THE SITE. THE CONTRACTOR SHALL DELIVER ANY CLAIMED EQUIPMENT TO BREVARD COUNTY TRAFFIC OPERATIONS 580 MANOR DRIVE, MERRITT ISLAND, FLORIDA. ANY EQUIPMENT NOT CLAIMED BY BREVARD COUNTY SHALL BE DISPOSED OF PROPERLY BY THE CONTRACTOR, PER FDOT SPECIFICATION.
36. EXISTING SECTION CORNERS, 1/4 SECTION CORNERS, PROPERTY CORNERS, OR MONUMENTS TO BE DISTURBED BY CONSTRUCTION SHALL BE REFERENCED AND RESET BY A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA.
37. THE CONTRACTOR SHALL PROTECT ALL GEODETIC MONUMENTS. IF ANY MONUMENTS ARE TO BE DISTURBED, THE CONTRACTOR SHALL NOTIFY:  
NATIONAL OCEAN SERVICE ADVISOR  
BUREAU OF SURVEYING AND MAPPING  
3900 COMMONWEALTH BOULEVARD, MS 105  
TALLAHASSEE, FL 32303  
850-245-2606
38. THE LOCATIONS OF KNOWN UTILITIES SHOWN ON THE PLAN ARE APPROXIMATE ONLY; EXACT LOCATIONS OF UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING, NOTIFYING, AND LOCATING ALL EXISTING UTILITIES WITHIN THE LIMITS OF CONSTRUCTION. ANY UTILITY RELOCATION REQUIRED AFTER THE NOTICE TO PROCEED WILL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO COMPENSATION WILL BE CONSIDERED.
39. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY ALL UTILITIES IN THE AREA THAT MAY BE AFFECTED BY THE WORK. THIS IS IN ADDITION TO THE REQUIREMENT OF CONTACTING "SUNSHINE 811" AT (800) 432-4770.

Traffic Signal Construction, Rehabilitation and Maintenance  
Bid # B-4-18-52 Exhibit B Price Sheet

Brevard County Traffic Signal Construction, Rehabilitation & Maintenance Contract

No.	Item	Description	Action	Quantity	Units	Unit Price
1	102-1a	Police Officer during MOT (per officer per hour)	F	1	HR	75.00
2	102-99	Changeable-Variable Message Sign, Temporary	F/I	1	ED	63.50
3	102-104-002	Adjust existing signal head	F/I	1	EA	278.00
4	102-107	Temporary traffic detection, Intersection	F/I	1	EA	1,010.00
5	400-2-15	Concrete Class II, Miscellaneous	F/I	1	SY	379.00
6	522-1	Concrete Sidewalk, 4"	F/I	1	SY	110.00
7	522-2	Concrete Sidewalk, 6"	F/I	1	SY	136.00
8	575-1-1	Sod, Bahia	F/I	1	SY	8.10
9	575-1-2	Sod, St. Augustine	F/I	1	SY	12.00
10	580-332-2	Tree Removal/Trimming, per 25'	F/I	1	EA	278.00
11	620-1-1	Grounding Electrode Per Install (Non Inclusive)	F/I	1	LF	13.00
12	630-1-11	Conduit, Above Ground	F/I	1	LF	30.00
13	630-1-12	Conduit, Underground	F/I	1	LF	9.50
15	630-1-13	Conduit, Under Pavement	F/I	1	LF	34.00
16	630-1-15	Conduit, Bridge Mounted	F/I	1	LF	29.00
17	630-1-17	Conduit, Directional Bore	F/I	1	LF	16.00
18	632-6-1-3	Cable - Signal, 3-Conductor	F/I	1	LF	3.00
19	632-6-1-5	Cable - Signal, 5-Conductor	F/I	1	LF	3.10
20	632-6-1-7	Cable - Signal, 7-Conductor	F/I	1	LF	3.45
21	632-6-1-12	Cable - Signal, 12-Conductor	F/I	1	LF	4.20
22	632-6-1-16	Cable - Signal, 16-Conductor	F/I	1	LF	5.70
23	632-6-3	Cable - Signal, Install Only	F/I	1	LF	2.60
24	632-7-1	Signal Cable	F/I	1	PI	9,868.00
25	632-8-111	Aerial Interconnect	F/I	1	LF	4.65
26	632-8-311	Aerial Interconnect Cable	IO	1	LF	1.75
27	632-8-112	Underground Interconnect	F/I	1	LF	4.05
28	632-8-312	Underground Interconnect	IO	1	LF	1.75
29	634-4-112	Span Wire Assembly, Diagonal, (< 200'), 3/8"	F/I	1	PI	2,843.00
30	634-4-112A	Span Wire Assembly, Diagonal, (>= 200'), 3/8"	F/I	1	PI	3,475.00
31	634-4-112B	Temp. Span, Each Direction (including poles), 3/8"	F/I	1	AS	16,002.00
32	634-4-113	Span Wire Assembly, Box, (< 400'), 3/8"	F/I	1	PI	5,794.00
33	634-4-113A	Span Wire Assembly, Box, (>= 400'), 3/8"	F/I	1	PI	6,230.00
34	634-5-1	Fiberglass Insulator	F/I	1	LF	41.00
35	634-6-1	Messenger Wire 3/8"	F/I	1	LF	3.00
36	624-7	Cable Adjust, Tighten Span	F/I	1	EA	150.00
37	635-1-11	Pull & Junction Box, Ground Mounted, 24x14x12	F/I	1	EA	491.00
38	635-1-11B	Pull & Junction Box, Ground Mounted w/ Apron 24x14x12	F/I	1	EA	816.00
39	635-1-11C	Fiber pull box 24x14x12	F/I	1	EA	706.00
40	635-1-11D	Fiber vault 36x24x18	F/I	1	EA	1,558.00
41	635-1-12	Pull & Junction Box, Aerial 12x12x4	F/I	1	EA	314.00

Traffic Signal Construction, Rehabilitation and Maintenance  
 Bid # B-4-18-52 Exhibit B Price Sheet

42	639-1-12	Electrical power serv., overhead	F/I	1	AS	1,141.00
43	639-1-22	Electrical power serv., underground	F/I	1	AS	1,888.00
44	639-1-12A	Electrical power serv., overhead no meter - FPL Area	F/I	1	AS	1,091.00
45	639-1-22A	Electrical power serv., underground no meter - FPL Area	F/I	1	AS	1,838.00
46	639-2-1	Electrical Service Wire	F/I	1	LF	4.70
47	639-4-1	Emergency Generator, F&I Honda 3000 IS Inverter	F/I	1	EA	1,675.00
48	641-1	Guying Concrete Strain Pole	F/I	1	AS	775.00
49	641-13-136	Strain pole conc., 36' Type N IV	F/I	1	EA	3,167.00
50	641-13-136A	Strain pole conc., 36' Type N IV	IO	1	EA	826.00
51	641-13-136B	Strain pole conc., 36' Type N IV	F	1	EA	2,506.00
52	641-13-140	Strain pole conc., 40' Type N IV	F/I	1	EA	3,291.00
53	641-13-140A	Strain pole conc., 40' Type N IV	IO	1	EA	826.00
54	641-13-140B	Strain pole conc., 40' Type N IV	F	1	EA	2,630.00
55	641-14-136	Strain pole conc., 36' Type N V	F/I	1	EA	4,239.00
56	641-14-136A	Strain pole conc., 36' Type N V	IO	1	EA	826.00
57	641-14-136B	Strain pole conc., 36' Type N V	F	1	EA	3,578.00
58	641-14-140	Strain pole conc., 40' Type N V	F/I	1	EA	4,320.00
59	641-14-140A	Strain pole conc., 40' Type N V	IO	1	EA	826.00
60	641-14-140B	Strain pole conc., 40' Type N V	F	1	EA	3,659.00
61	641-14-144	Strain pole conc., 44' Type N V	F/I	1	EA	5,852.00
62	641-74-144A	Strain pole conc., 44' Type N V	IO	1	EA	1,584.00
63	641-14-144B	Strain pole conc., 44' Type N V	F	1	EA	4,268.00
64	641-14-148	Strain pole conc., 48' Type N V	F/I	1	EA	5,984.00
65	641-14-148A	Strain pole conc., 48' Type N V	IO	1	EA	1,584.00
66	641-14-148B	Strain pole conc., 48' Type N V	F	1	EA	4,400.00
67	641-15-146	Strain pole conc., 46' Type N VI	F/I	1	EA	6,712.00
68	641-14-146A	Strain pole conc., 46' Type N VI	IO	1	EA	1,900.00
69	641-15-146B	Strain pole conc., 46' Type N VI	F	1	EA	4,371.00
70	641-15-148	Strain pole conc., 48' Type N VI	F/I	1	EA	6,300.00
71	641-15-148A	Strain pole conc., 48' Type N VI	IO	1	EA	1,900.00
72	641-15-148B	Strain pole conc., 48' Type N VI	F	1	EA	4,400.00
73	641-15-152	Strain pole conc., 52' type N VI	F/I	1	EA	6,438.00
74	641-14-152A	Strain pole conc., 52' type N VI	IO	1	EA	1,900.00
75	641-15-152B	Strain pole conc., 52' type N VI	F	1	EA	4,537.00
76	641-16-146	Strain pole conc., 46' Type N VII	F/I	1	EA	6,975.00
77	641-16-146A	Strain pole conc., 46' Type N VII	IO	1	EA	1,900.00
78	641-16-146B	Strain pole conc., 46' Type N VII	F	1	EA	5,074.00
79	641-16-148	Strain pole conc., 48' Type N VII	F/I	1	EA	6,670.00
80	641-16-148A	Strain pole conc., 48' Type N VII	I/O	1	EA	1,900.00
81	641-16-148B	Strain pole conc., 48' Type N VII	F	1	EA	5,086.00
82	641-16-152	Strain pole conc., 52' Type N VII	F/I	1	EA	7,705.00
83	641-16-152A	Strain pole conc., 52' Type N VII	IO	1	EA	1,900.00
84	641-16-152B	Strain pole conc., 52' Type N VII	F	1	EA	5,488.00
85	641-16-154	Strain pole conc., 54' Type N VII	F/I	1	EA	7,813.00
86	641-16-154A	Strain pole conc., 54' Type N VII	IO	1	EA	1,900.00

Traffic Signal Construction, Rehabilitation and Maintenance  
 Bid # B-4-18-52 Exhibit B Price Sheet

87	641-16-154B	Strain pole conc., 54' Type N VII	F	1	EA	5,596.00
88	641-16-156	Strain pole conc., 56' Type N VII	F/I	1	EA	8,070.00
89	641-16-156A	Strain pole conc., 56' Type N VII	IO	1	EA	1,900.00
90	641-16-156B	Strain pole conc., 56' Type N VII	F	1	EA	5,853.00
91	641-41-112	Strain pole conc., 12' type Nil	F/I	1	EA	1,643.00
92	643-1	Strain poles guying wood	F/I	1	EA	775.00
93	643-130	Strain poles wood, 30'	F/I	1	EA	2,343.00
94	643-135	Strain poles wood, 35'	F/I	1	EA	2,426.00
95	643-140	Strain poles wood, 40'	F/I	1	EA	2,509.00
96	647-A	Foundation Design	F	1	EA	2,315.00
97	647-B	Geotechnical Testing for foundations	F	1	PI	2,662.00
98	647-C	Pre-Excavation (per structure)	F	1	EA	1,439.00
99	647-D	Vacuum Excavation / Soft Dig (per structure)	F	1	EA	1,157.00
100	647-E	Structure Adjustment (per hour)	F	1	HR	370.00
101	647-F	Foundation Inspection	F	1	PI	2,315.00
102	647-G	Signal Technician (per hour)	F	1	HR	96.50
103	647-H	Inspection tube for foundations (per FDOT)	F/I	1	LF	12.00
104	648-1A	48" conc. found. for strain poles, PF	F/I	1	LF	578.00
105	648-1B	48" conc. found. for mast arms, PF	F/I	1	LF	949.00
106	648-1C	54" conc. found. for mast arms, PF	F/I	1	LF	1,092.00
107	648-1D	Paint mast arm per assembly (single)	F/I	1	EA	4,050.00
108	648-1E	Paint mast arm per assembly (double)	F/I	1	EA	8,101.00
109	649-31-201	Steel mast arm assembly (E1 arm, T1 pole)	F/I	1	EA	15,426.00
110	649-31-202	Steel mast arm assembly (E3 arm, T2 pole)	F/I	1	EA	18,315.00
111	649-31-203	Steel mast arm assembly (E5 arm, T3 pole)	F/I	1	EA	24,093.00
112	649-31-204	Steel mast arm assembly (E6 arm, T4 pole)	F/I	1	EA	29,807.00
113	649-31-205	Steel mast arm assembly (E7 arm, T6 pole)	F/I	1	EA	34,600.00
114	649-31-299	Steel mast arm assembly (no arm, T1 32' pole)	F/I	1	EA	18,853.00
115	649-32-201	Steel mast arm assembly (E1 arm, T1 pole)	F	1	EA	13,377.00
116	649-32-202	Steel mast arm assembly (E3 arm, T2 pole)	F	1	EA	14,850.00
117	649-32-203	Steel mast arm assembly (E5 arm, T3 pole)	F	1	EA	20,250.00
118	649-32-204	Steel mast arm assembly (E6 arm, T4 pole)	F	1	EA	24,975.00
119	649-32-205	Steel mast arm assembly (E7 arm, T6 pole)	F	1	EA	29,454.00
120	650-1-111A	Signal lens only - 12" red LED ball	F/I	1	EA	306.00
121	650-1-111B	Signal lens only - 12" red LED ball	F	1	EA	98.00
122	650-1-111C	Signal lens only - 12" yellow LED ball	F/I	1	EA	305.00
123	650-1-111D	Signal lens only - 12" yellow LED ball	F	1	EA	98.00
124	650-1-111E	Signal lens only - 12" green LED ball	F/I	1	EA	306.00
125	650-1-111F	Signal lens only - 12" green LED ball	F	1	EA	98.00
126	650-1-111G	Signal lens only - 12" red LED arrow	F/I	1	EA	270.00
127	650-1-111H	Signal lens only - 12" red LED arrow	F	1	EA	98.00
128	650-1-111I	Signal lens only - 12" yellow LED arrow	F/I	1	EA	262.00
129	650-1-111J	Signal lens only - 12" yellow LED arrow	F	1	EA	98.00
130	650-1-111K	Signal lens only - 12" green LED arrow	F/I	1	EA	298.00
131	650-1-111L	Signal lens only - 12" green LED arrow	F	1	EA	98.00

Traffic Signal Construction, Rehabilitation and Maintenance  
 Bid # B-4-18-52 Exhibit B Price Sheet

132	650-1-111M	Install LEDs (per section)	IO	1	EA	46.50
133	650-1-111N	Install LEDs (per 3-section head)	IO	1	EA	416.00
134	650-1-111O	Install LEDs (per 5-section head)	IO	1	EA	810.00
135	650-1-111P	Signal lens only - countdown pedestrian LED	F/I	1	EA	317.00
136	650-1-111Q	Signal lens only - countdown pedestrian LED	F	1	EA	184.00
137	650-1-111R	Signal lens only - countdown pedestrian LED	IO	1	EA	116.00
138	650-99A	Relocate Confirmation Light	IO	1	EA	368.00
139	650-51-112A	Traffic Signal, 1 Section, 1 Way, Mast, Poly w/LED's	F/I	1	EA	765.00
140	650-51-112B	Traffic Signal, 1 Section, 1 Way, Span, Poly w/LED's	F/I	1	EA	1,200.00
141	650-51-122A	Traffic Signal, 1 Section, 2 Way, Mast, Poly w/LED's	F/I	1	EA	1,682.00
142	650-51-122B	Traffic Signal, 1 Section, 2 Way, Span, Poly w/LED's	F/I	1	EA	1,907.00
143	650-51-132A	Traffic Signal, 1 Section, 3 Way, Mast, Poly w/LED's	F/I	1	EA	1,773.00
144	650-51-132B	Traffic Signal, 1 Section, 3 Way, Span, Poly w/LED's	F/I	1	EA	1,999.00
145	650-51-312A	Traffic Signal, 3 Section, 1 Way, Mast, Poly w/LED's	F/I	1	EA	1,670.00
146	650-51-312B	Traffic Signal, 3 Section, 1 Way, Span, Poly w/LED's	F/I	1	EA	1,896.00
147	650-51-322A	Traffic Signal, 3 Section, 2 Way, Mast, Poly w/LED's	F/I	1	EA	2,222.00
148	650-51-322B	Traffic Signal, 3 Section, 2 Way, Span, Poly w/LED's	F/I	1	EA	2,222.00
149	650-51-412A	Traffic Signal, 4 Section, 1 Way, Mast, Poly w/LED's	F/I	1	EA	2,000.00
150	650-51-412B	Traffic Signal, 4 Section, 1 Way, Span, Poly w/LED's	F/I	1	EA	2,225.00
151	650-51-413A	Traffic Signal, 4 Section, 1 Way, Mast, Poly, 3M Optically Prog.	F/I	1	EA	7,356.00
152	650-51-413B	Traffic Signal, 4 Section, 1 Way, Span, Poly, 3M Optically Prog.	F/I	1	EA	7,582.00
153	650-51-511A	Traffic Signal, 5 Section, 1 Way, Mast, Poly, w/LED's	F/I	1	EA	2,794.00
154	650-51-511B	Traffic Signal, 5 Section, 1 Way, Span, Poly, w/LED's	F/I	1	EA	3,074.00
155	650-51-512A	Traffic Signal, 5 Section, 1 Way, Mast, Poly, 3M Optically Prog.	F/I	1	EA	7,444.00
156	650-51-512B	Traffic Signal, 5 Section, 1 Way, Span, Poly, 3M Optically Prog.	F/I	1	EA	7,670.00
157	650-53	Traffic Signal Install	IO	1	EA	738.00
158	650-54	Traffic Signal, Relocate	F/I	1	AS	278.00
159	650-55	Traffic Signal, Retrofit Existing Extrusion Hanger Assembly to Pivotal Hanger	IO	1	EA	574.00
160	653-111	Signal ped Inc., int. sym.	F/I	1	EA	971.00
161	653-311	Signal ped Inc., int. sym.	IO	1	EA	278.00
162	653-112	Signal ped Inc., int. sym. 2W	F/I	1	EA	1,979.00
163	653-191	Signal ped Inc., LED-Countdown 1 direction	F/I	1	EA	867.00
164	653-192	Signal ped Inc., LED-Countdown, 2 direction	F/I	1	EA	1,052.00
165	653-312	Signal ped Inc., int. sym. 2W	IO	1	EA	555.00
166	653-391	Signal ped Inc., LED-Countdown	IO	1	EA	278.00
167	653-392	Signal ped Inc., LED-Countdown	IO	1	EA	555.00
168	659-101	Signal back plates 3 sec head with retroreflective trim	F/I	1	EA	209.00
169	659-101A	Signal back plates 3 sec head with retroreflective trim	F	1	EA	94.50
170	659-102	Signal back plates 5 sec head with retroreflective trim	F/I	1	EA	328.00
171	659-102A	Signal back plates 5 sec head with retroreflective trim	F	1	EA	153.00
172	659-104	Traffic Signal, Retrofit Auxiliaries, Pivotal Hanger Assembly	F/I	1	EA	1,968.00

Traffic Signal Construction, Rehabilitation and Maintenance  
 Bid # B-4-18-52 Exhibit B Price Sheet

173	659-104A	Traffic Signal, Retrofit Auxiliaries, Pivotal Hanger Assembly	IO	1	EA	416.00
174	659-107	Aluminum pedestal and pole	F/I	1	EA	1,336.00
175	659-107A	Aluminum pedestal and pole with hand hole	F/I	1	EA	1,336.00
176	659-109	Concrete pedestal Type II	F/I	1	EA	1,914.00
177	660-1-101	Loop detector single channel shelf mount	F/I	1	EA	492.00
178	660-1-201	Loop detector single channel shelf mount	F	1	EA	247.00
179	660-1-102	Loop detector single channel shelf mount	F/I	1	EA	492.00
180	660-1-202	Loop detector single channel rack mount	F	1	EA	307.00
181	660-1-103	Loop detector dual channel shelf mount	F/I	1	EA	492.00
182	660-1-203	Loop detector dual channel shelf mount	F	1	EA	420.00
183	660-1-104	Loop detector dual channel rack mount	F/I	1	EA	492.00
184	660-1-204	Loop detector dual channel rack mount	F	1	EA	491.00
185	660-2-101	Loop assembly Type A 6' x 12'	F/I	1	AS	1,014.00
186	660-2-102	Loop assembly Type B 6' x 6'	F/I	1	AS	1,072.00
187	660-2-104	Loop assembly Type D Advanced homerun only	F/I	1	AS	1,434.00
188	660-2-106	Loop assembly Type F 6' x 42'	F/I	1	AS	989.00
189	660-2-107	Loop assembly Type G Stop Bar Homerun Only	F/I	1	AS	3,839.00
190	660-2-109	Loop Assembly, System (Type B, 500 feet from upstream from stop bar, includes homerun)	F/I	1	AS	1,810.00
191	660-4-4	AWG #14 loop lead-in cable	F/I	1	LF	2.85
192	660-4-4A	6 pair overhead belden	F/I	1	LF	3.45
193	663-70A	Emergency pre-emption controller, 3M Opticom	F/I	1	EA	4,828.00
194	663-70B	Emergency pre-emption detector - 1 direction, 3M Opticom	F/I	1	EA	2,195.00
195	663-70C	Emergency pre-emption detector - 2 directions, 3M Opticom	F/I	1	EA	4,062.00
196	663-70D	Emergency pre-emption detector - 3 directions, 3M Opticom	F/I	1	EA	5,937.00
197	663-70E	Emergency pre-emption detector - 4 directions, 3M Opticom	F/I	1	EA	7,748.00
198	663-70F	Emer. pre-emption detector relocate (span) - 1 direction	IO	1	EA	1,054.00
199	663-70G	Emer. pre-emption detector relocate (span) - 2 directions	IO	1	EA	1,368.00
200	663-70H	Emer. pre-emption detector relocate (span) - 3 directions	IO	1	EA	1,682.00
201	663-70I	Emer. pre-emption detector relocate (span) - 4 directions	IO	1	EA	1,995.00
202	663-70J	Emer. pre-emption detector relocate (mast arm) - 1 direction	IO	1	EA	1,109.00
203	663-70K	Emer. pre-emption detector relocate (mast arm) - 2 directions	IO	1	EA	1,477.00
204	663-70L	Emer. pre-emption detector relocate (mast arm) - 3 directions	IO	1	EA	1,846.00
205	663-70M	Emer. pre-emption detector relocate (mast arm) - 4 directions	IO	1	EA	2,215.00
206	663-74-15	Video Vehicle Detection Assembly (Aldis Gridsmart Spectra 360 Single Camera Assembly)	F/I	1	EA	17,328.00
207	663-74-15A	Video Vehicle Detection Assembly (Aldis Gridsmart Spectra 360 Single Camera Assembly)	IO	1	EA	1,773.00
208	663-74-15B	Video Vehicle Detection Assembly (Aldis Gridsmart Spectra 360 Double Camera Assembly)	F/I	1	EA	20,196.00
209	663-74-15C	Video Vehicle Detection Assembly (Aldis Gridsmart Spectra 360 Double Camera Assembly)	IO	1	EA	20,196.00
210	663-74-15D	Video Vehicle Detection Assembly (Econolite Terra Single approach overhead and cabling)	F/I	1	EA	8,236.00

Traffic Signal Construction, Rehabilitation and Maintenance  
 Bid # B-4-18-52 Exhibit B Price Sheet

211	663-74-15E	Video Vehicle Detection Assembly (Econolite Terra Min. 4 channel tip, tap, cabling)	F/I	1	EA	27,689.00
212	663-74-16	Vehicle detector assembly, Magnetometer (Sensys Single in road VSN240-F)	F/I	1	EA	1,239.00
213	663-74-16A	Vehicle detection assembly Magnetometer (Sensys AP240 Access point)	F/I	1	EA	2,711.00
214	663-74-16B	Vehicle detection assembly Magnetometer (Sensys CC-TS2, OR EX-TS2 Card)	F/I	1	EA	6,294.00
215	663-74-16C	Vehicle detection assembly Magnetometer (Sensys RP240 Repeater)	F/I	1	EA	2,820.00
216	663-74-17	Vehicle Detection Assembly, GPS Based Emergency Preemption System	F/I	1	EA	16,717.00
217	663-74-45	Vehicle Detection Assembly, Relocate, Video	F/I	1	EA	2,089.00
218	664-70	Microwave Vehicle Detector	F/I	1	EA	1,433.00
219	664-70A	Microwave Vehicle Detector	F	1	EA	920.00
220	664-70B	Microwave Vehicle Detector	IO	1	EA	278.00
221	665-11	Pedestrian detector	F/I	1	AS	317.00
222	665-13	Pedestrian detector (det.w/sign only)	F/I	1	AS	317.00
223	670-4-1	Flashing beacon controller assembly Naztec Chronomax & Paging Receiver	F/I	1	AS	2,852.00
224	670-4-1A	Flashing beacon controller assembly RTC AP22 Two Circuit Switch with 48" Harness 503644	F/I	1	AS	2,193.00
225	670-5-130	Cabinet Assembly, TS2 Type 6 w/ 980 ATC v. 76xx controller	F/I	1	EA	39,232.00
226	670-5-130A	Cabinet Assembly Econolite TS2 Type 6 w/o controller	F/I	1	EA	39,232.00
227	670-110A	Cabinet, base only	F/I	1	EA	2,423.00
228	670-110B	Cabinet, install only	IO	1	EA	1,110.00
229	670-110C	Cabinet, base only (60" by 60")	F/I	1	EA	1,874.00
230	670-113C	Naztec Series 980 TS2 ATC v.76xx (controller only)	F/I	1	AS	11,615.00
231	684-34	Optical Fiber, Install Only, In Conduit or Aerial	IO	1	LF	1.90
232	685-106	System Auxiliary - UPS Alpha F108 FXM1100 w/ 220GXL Batteries	F/I	1	EA	11,011.00
233	685-206	System Auxiliary - UPS Alpha F108 FXM1100 w/ 220GXL Batteries	F	1	EA	6,750.00
234	690-10	Signal head traffic assembly remove	R	1	EA	46.50
235	690-20	Signal pedestrian assembly remove	R	1	EA	46.50
236	690-30	Pole remove	RD	1	EA	2,959.00
237	690-31	Signal pedestal remove	RD	1	EA	278.00
238	690-32-1	Pole Removal, Shallow, Direct Burial	R	1	EA	3,223.00
239	690-32-2	Pole Removal, Shallow, Bolt on attachment	R	1	EA	2,241.00
240	690-33-1	Pole Removal, Deep, Direct Burial	R	1	EA	5,079.00
241	690-33-2	Pole Removal, Deep, Bolt on attachment	R	1	EA	5,079.00
242	690-40	Mast arm assembly remove	R	1	EA	3,167.00
243	690-50	Controller assembly remove, Complete Assembly	R	1	EA	868.00
244	690-50-1	Controller Assembly, Remove, Cabinet	R	1	EA	555.00
245	690-50-2	Controller Assembly, Remove, Controller Only	R	1	EA	278.00
246	690-70	Detector pedestrian assembly remove	R	1	EA	92.50
247	690-80	Span wire assembly remove	R	1	EA	925.00
248	690-90	Conduit and cabling remove	RD	1	PI	370.00
249	690-91	Interconnect remove	RD	1	LF	1.35
250	690-95	Sidewalk removal	SY	1	SY	70.00
251	690-100	Signal equipment misc. remove	R	1	EA	288.00

Traffic Signal Construction, Rehabilitation and Maintenance  
 Bid # B-4-18-52 Exhibit B Price Sheet

252	700-46-25	Sign existing relocate (aerial)	RL	1	AS	402.00
253	700-89-1A	Hanging arm assembly for Concrete Strain Pole Attachment	F/I	1	AS	1,709.00
254	700-89-1B	LED Illuminated Street Sign Single face- 6' by 19"	F/I	1	EA	3,571.00
255	700-89-1C	LED Illuminated Street Sign Single Face- 6' by 24"	F/I	1	EA	3,571.00
256	700-89-1D	LED Illuminated Street Sign Single Face - 8' by 19"	F/I	1	EA	3,571.00
257	700-89-1E	LED Illuminated Street Sign Single Face - 8' by 24"	F/I	1	EA	3,571.00
258	700-89-1F	LED Illuminated Street Sign Double face- 6' by 19"	F/I	1	EA	3,571.00
259	700-89-1G	LED Illuminated Street Sign Double Face- 6' by 24"	F/I	1	EA	3,571.00
260	700-89-1H	LED Illuminated Street Sign Double Face - 8' by 19"	F/I	1	EA	3,571.00
261	700-89-1I	LED Illuminated Street Sign Double Face - 8' by 24"	F/I	1	EA	3,571.00
262	700-89-02A	LED Blank-out sign 30"x30"	F	1	EA	3,682.00
263	700-89-02B	LED Blank-out sign 30"x30"	F/I	1	EA	5,213.00
264	700-89-02E	LED Blank-out sign Dual Mess. 30"x30"	F	1	EA	4,418.00
265	700-89-02F	LED Blank-out sign Dual Mess. 30"x30"	F/I	1	EA	6,057.00
266	700-90-11	Sign flashing beacon, Ground mounted, AC Powered	F/I	1	AS	3,953.00
267	700-90-12	Sign flashing beacon, Ground mounted, Solar Powered	F/I	1	AS	4,115.00
268	700-90-14	Sign flashing beacon, Overhead, AC Powered Flasher Assembly only, No Poles	F/I	1	AS	5,828.00
269	700-90-31	Sign flashing beacon, Ground mounted	R	1	AS	231.00
270	700-90-32	Sign flashing beacon, Overhead	R	1	AS	4,837.00
271	715-1-11	Lighting conductors, Insulated, #10	F/I	1	LF	1.25
272	715-1-12	Lighting conductors, Insulated, #8-#6	F/I	1	LF	2.05
273	715-1-13	Lighting conductors, Insulated, #4-#2	F/I	1	LF	4.15
274	715-2-11	Lighting - Conduit, Underground	F/I	1	LF	9.50
275	715-2-12	Lighting - Conduit, Under Pavement	F/I	1	LF	10.00
276	715-2-13	Lighting - Conduit, Surface Mount	F/I	1	LF	26.00
277	715-4-111	Light Pole Complete, 150 MPH, 40'	F/I	1	EA	9,252.00
278	715-4-112	Light Pole Complete, 150 MPH, 45'	F/I	1	EA	9,252.00
279	715-5-11	Luminaire & Bracket arm, 12', 250W HPS, Mounted on concrete strain pole	F/I	1	EA	1,986.00
280	715-7-11	Load Center, Secondary Voltage	F/I	1	EA	14,669.00
281	715-7-21	Load Center, Rework, Secondary Voltage	F	1	EA	5,803.00
282	715-10-2	Light Pole Foundation	F/I	1	EA	1,980.00
283	715-10-3	Light Pole Foundation, Repair	F	1	EA	467.00
284	715-10-4	Light Pole Foundation, Straighten	F	1	EA	363.00
285	715-10-5	Light Pole Foundation, Remove	F	1	EA	726.00
286	715-11-111	Luminaire (Cobra Head)	F/I	1	EA	741.00
287	715-11-111A	Luminaire (Cobra Head) L.E.D.	F/I	1	EA	741.00
288	715-11-114	Luminaire (Shoe Box)	F/I	1	EA	741.00
289	715-11-114A	Luminaire (Shoe Box) L.E.D.	F/I	1	EA	741.00
290	715-11-114B	MaxLite Highmax Bulb	F/I	1	EA	300.00
291	715-11-611	Luminaire, Repair & Reinstall, Roadway, Cobra Head	R/I	1	EA	429.00
292	715-11-612	Luminaire, Repair & Reinstall, Roadway, High Mast	R/I	1	EA	429.00
293	715-14-11	Lighting Pull Box, Roadside, Molded	F/I	1	EA	653.00
294	715-14-14	Lighting Pull Box, Surface Mount	F/I	1	EA	216.00
295	715-19-1	Lighting Surge Protector, Pole Base	F	1	EA	230.00
296	715-21-1	Luminaire Starter	F	1	EA	177.00

Traffic-Signal Construction, Rehabilitation and Maintenance  
 Bid # B-4-18-52 Exhibit B Price Sheet

297	715-30-02	Lighting-Group Relamping, HPS, 10 per group	F/I	1	LU	394.00
298	715-34-1	Light Pole	F/I	1	EA	9,252.00
299	715-35-1	Lighting Arm	F/I	1	EA	1,986.00
300	715-36-12	Light Pole, Frangible Base, Transformer Base	F/I	1	EA	1,091.00
301	715-36-14	Light Pole, Frangible Base, Door Assembly	F/I	1	EA	98.50
302	715-36-15	Light Pole, Arm & Luminaire Assembly Only	IO	1	EA	434.00
303	715-36-16	Light Pole, Complete	IO	1	EA	3,300.00
304	715-37-1	Photo Cell	F/I	1	EA	208.00
305	715-500-1	Pole Cable Distribution System, Conventional	F	1	EA	417.00
306	999A	Concrete Generator Pad	F/I	1	EA	918.00
307	M-3-R	Labor, Operator with Crane, Regular Time	F	1	HR	197.00
308	M-3-O	Labor, Operator with Crane, Overtime	F	1	HR	205.00
309	M-2-R	Labor, Level II Tech, W/ Bucket Truck, Regular Time	F	1	HR	143.00
310	M-2-O	Labor, Level II Tech, W/ Bucket Truck, Overtime	F	1	HR	155.00
311	M-1-R	Labor, Level I Technician, W/ Bucket Truck Regular Time	F	1	HR	131.00
312	M-1-O	Labor, Level I Technician, W/ Bucket Truck Overtime	F	1	HR	138.00
313	M-H-R	Labor, Helper, Regular Time	F	1	HR	42.00
314	M-H-O	Labor, Helper, Overtime	F	1	HR	57.50
		Maintenance of Traffic (MOT) - 1%				
		Mobilization - 5%				

Traffic Signal Emergency Repairs  
 Bid # B-4-18-52  
 Exhibit C Price Sheet

Bid # B-4-18-52  
 DISASTER RESTORATION AND FHWA FEDERAL-AID PROJECTS

No.	Item	Description	Action	Quantity	Units	Unit Price
1	102-1a	Police Officer during MOT (per officer per hour)	F	1	HR	75.00
2	102-99	Changeable-Variable Message Sign, Temporary	F/I	1	ED	63.50
3	102-104-002	Adjust existing signal head	F/I	1	EA	278.00
4	102-107	Temporary traffic detection, Intersection	F/I	1	EA	1,010.00
5	400-2-15	Concrete Class II, Miscellaneous	F/I	1	SY	379.00
6	522-1	Concrete Sidewalk, 4"	F/I	1	SY	110.00
7	522-2	Concrete Sidewalk, 6"	F/I	1	SY	136.00
8	575-1-1	Sod, Bahia	F/I	1	SY	8.10
9	575-1-2	Sod, St. Augustine	F/I	1	SY	12.00
10	580-332-2	Tree Removal/Trimming, per 25'	F/I	1	EA	278.00
11	620-1-1	Grounding Electrode Per Install (Non Inclusive)	F/I	1	LF	13.00
12	630-1-11	Conduit, Above Ground	F/I	1	LF	30.00
13	630-1-12	Conduit, Underground	F/I	1	LF	9.50
15	630-1-13	Conduit, Under Pavement	F/I	1	LF	34.00
16	630-1-15	Conduit, Bridge Mounted	F/I	1	LF	29.00
17	630-1-17	Conduit, Directional Bore	F/I	1	LF	16.00
18	632-6-1-3	Cable - Signal, 3-Conductor	F/I	1	LF	3.00
19	632-6-1-5	Cable - Signal, 5-Conductor	F/I	1	LF	3.10
20	632-6-1-7	Cable - Signal, 7-Conductor	F/I	1	LF	3.45
21	632-6-1-12	Cable - Signal, 12-Conductor	F/I	1	LF	4.20
22	632-6-1-16	Cable - Signal, 16-Conductor	F/I	1	LF	5.70
23	632-6-3	Cable - Signal, Install Only	F/I	1	LF	2.60
24	632-7-1	Signal Cable	F/I	1	PI	9,868.00
25	632-8-111	Aerial Interconnect	F/I	1	LF	4.65
26	632-8-311	Aerial Interconnect Cable	IO	1	LF	1.75
27	632-8-112	Underground Interconnect	F/I	1	LF	4.05
28	632-8-312	Underground Interconnect	IO	1	LF	1.75
29	634-4-112	Span Wire Assembly, Diagonal, (< 200'), 3/8"	F/I	1	PI	2,843.00
30	634-4-112A	Span Wire Assembly, Diagonal, (>= 200'), 3/8"	F/I	1	PI	3,475.00
31	634-4-112B	Temp. Span, Each Direction (including poles), 3/8"	F/I	1	AS	16,002.00
32	634-4-113	Span Wire Assembly, Box, (< 400'), 3/8"	F/I	1	PI	5,794.00
33	634-4-113A	Span Wire Assembly, Box, (>= 400'), 3/8"	F/I	1	PI	6,230.00
34	634-5-1	Fiberglass Insulator	F/I	1	LF	41.00
35	634-6-1	Messenger Wire 3/8"	F/I	1	LF	3.00
36	624-7	Cable Adjust, Tighen Span	F/I	1	EA	150.00
37	635-1-11	Pull & Junction Box, Ground Mounted, 24x14x12	F/I	1	EA	491.00
38	635-1-11B	Pull & Junction Box, Ground Mounted w/ Apron 24x14x12	F/I	1	EA	816.00
39	635-1-11C	Fiber pull box 24x14x12	F/I	1	EA	706.00
40	635-1-11D	Fiber vault 36x24x18	F/I	1	EA	1,558.00
41	635-1-12	Pull & Junction Box, Aerial 12x12x4	F/I	1	EA	314.00
42	639-1-12	Electrical power serv., overhead	F/I	1	EA	1,141.00
43	639-1-22	Electrical power serv., underground	F/I	1	AS	1,888.00
44	639-1-12A	Electrical power serv., overhead no meter - FPL Area	F/I	1	AS	1,091.00
45	639-1-22A	Electrical power serv., underground no meter - FPL Area	F/I	1	AS	1,838.00
46	639-2-1	Electrical Service Wire	F/I	1	LF	4.70

Traffic Signal Emergency Repairs  
 Bid # B-4-18-52  
 Exhibit C Price Sheet

47	639-4-1	Emergency Generator, F&I Honda 3000 IS Inverter	F/I	1	EA	1,675.00
48	641-1	Guying Concrete Strain Pole	F/I	1	AS	775.00
49	641-13-136	Strain pole conc., 36' Type N IV	F/I	1	EA	3,167.00
50	641-13-136A	Strain pole conc., 36' Type N IV	IO	1	EA	836.00
51	641-13-136B	Strain pole conc., 36' Type N IV	F	1	EA	2,506.00
52	641-13-140	Strain pole conc., 40' Type N IV	F/I	1	EA	3,291.00
53	641-13-140A	Strain pole conc., 40' Type N IV	IO	1	EA	826.00
54	641-13-140B	Strain pole conc., 40' Type N IV	F	1	EA	2,630.00
55	641-14-136	Strain pole conc., 36' Type N V	F/I	1	EA	4,239.00
56	641-14-136A	Strain pole conc., 36' Type N V	IO	1	EA	826.00
57	641-14-136B	Strain pole conc., 36' Type N V	F	1	EA	3,578.00
58	641-14-140	Strain pole conc., 40' Type N V	F/I	1	EA	4,320.00
59	641-14-140A	Strain pole conc., 40' Type N V	IO	1	EA	826.00
60	641-14-140B	Strain pole conc., 40' Type N V	F	1	EA	3,659.00
61	641-14-144	Strain pole conc., 44' Type N V	F/I	1	EA	5,852.00
62	641-14-144A	Strain pole conc., 44' Type N V	IO	1	EA	1,584.00
63	641-14-144B	Strain pole conc., 44' Type N V	F	1	EA	4,268.00
64	641-14-148	Strain pole conc., 48' Type N V	F/I	1	EA	5,984.00
65	641-14-148A	Strain pole conc., 48' Type N V	IO	1	EA	1,584.00
66	641-14-148B	Strain pole conc., 48' Type N V	F	1	EA	4,400.00
67	641-15-146	Strain pole conc., 46' Type N VI	F/I	1	EA	6,712.00
68	641-14-146A	Strain pole conc., 46' Type N VI	IO	1	EA	1,900.00
69	641-15-146B	Strain pole conc., 46' Type N VI	F	1	EA	4,371.00
70	641-15-148	Strain pole conc., 48' Type N VI	F/I	1	EA	6,300.00
71	641-15-148A	Strain pole conc., 48' Type N VI	IO	1	EA	1,900.00
72	641-15-148B	Strain pole conc., 48' Type N VI	F	1	EA	4,400.00
73	641-15-152	Strain pole conc., 52' type N VI	F/I	1	EA	6,438.00
74	641-14-152A	Strain pole conc., 52' type N VI	IO	1	EA	1,900.00
75	641-15-152B	Strain pole conc., 52' type N VI	F	1	EA	4,537.00
76	641-16-146	Strain pole conc., 46' Type N VII	F/I	1	EA	6,975.00
77	641-16-146A	Strain pole conc., 46' Type N VII	IO	1	EA	1,900.00
78	641-16-146B	Strain pole conc., 46' Type N VII	F	1	EA	5,074.00
79	641-16-148	Strain pole conc., 48' Type N VII	F/I	1	EA	6,670.00
80	641-16-148A	Strain pole conc., 48' Type N VII	I/O	1	EA	1,900.00
81	641-16-148B	Strain pole conc., 48' Type N VII	F	1	EA	5,086.00
82	641-16-152	Strain pole conc., 52' Type N VII	F/I	1	EA	7,705.00
83	641-16-152A	Strain pole conc., 52' Type N VII	IO	1	EA	1,900.00
84	641-16-152B	Strain pole conc., 52' Type N VII	F	1	EA	5,488.00
85	641-16-154	Strain pole conc., 54' Type N VII	F/I	1	EA	7,813.00
86	641-16-154A	Strain pole conc., 54' Type N VII	IO	1	EA	1,900.00
87	641-16-154B	Strain pole conc., 54' Type N VII	F	1	EA	5,596.00
88	641-16-156	Strain pole conc., 56' Type N VII	F/I	1	EA	8,070.00
89	641-16-156A	Strain pole conc., 56' Type N VII	IO	1	EA	1,900.00
90	641-16-156B	Strain pole conc., 56' Type N VII	F	1	EA	5,853.00
91	641-41-112	Strain pole conc., 12' type Nil	F/I	1	EA	1,643.00
92	643-1	Strain poles guying wood	F/I	1	EA	775.00
93	643-130	Strain poles wood, 30'	F/I	1	EA	2,343.00
94	643-135	Strain poles wood, 35'	F/I	1	EA	2,426.00
95	643-140	Strain poles wood, 40'	F/I	1	EA	2,509.00
96	647-A	Foundation Design	F	1	EA	2,315.00
97	647-B	Geotechnical Testing for foundations	F	1	PI	2,662.00

Traffic Signal Emergency Repairs  
 Bid # B-4-18-52  
 Exhibit C Price Sheet

98	647-C	Pre-Excavation (per structure)	F	1	EA	1,439.00
99	647-D	Vacuum Excavation / Soft Dig (per structure)	F	1	EA	1,157.00
100	647-E	Structure Adjustment (per hour)	F	1	HR	370.00
101	647-F	Foundation Inspection	F	1	PI	2,315.00
102	647-G	Signal Technician (per hour)	F	1	HR	96.50
103	647-H	Inspection tube for foundations (per FDOT)	F/I	1	LF	12.00
104	648-1A	48" conc. found. for strain poles, PF	F/I	1	LF	578.00
105	648-1B	48" conc. found. for mast arms, PF	F/I	1	LF	949.00
106	648-1C	54" conc. found. for mast arms, PF	F/I	1	LF	1,092.00
107	648-1D	Paint mast arm per assembly (single)	F/I	1	EA	4,050.00
108	648-1E	Paint mast arm per assembly (double)	F/I	1	EA	8,101.00
109	649-31-201	Steel mast arm assembly (E1 arm, T1 pole)	F/I	1	EA	15,426.00
110	649-31-202	Steel mast arm assembly (E3 arm, T2 pole)	F/I	1	EA	18,315.00
111	649-31-203	Steel mast arm assembly (E5 arm, T3 pole)	F/I	1	EA	24,093.00
112	649-31-204	Steel mast arm assembly (E6 arm, T4 pole)	F/I	1	EA	29,807.00
113	649-31-205	Steel mast arm assembly (E7 arm, T6 pole)	F/I	1	EA	34,600.00
114	649-31-299	Steel mast arm assembly (no arm, T1 32' pole)	F/I	1	EA	18,853.00
115	649-32-201	Steel mast arm assembly (E1 arm, T1 pole)	F	1	EA	14,850.00
116	649-32-202	Steel mast arm assembly (E3 arm, T2 pole)	F	1	EA	20,250.00
117	649-32-203	Steel mast arm assembly (E5 arm, T3 pole)	F	1	EA	24,975.00
118	649-32-204	Steel mast arm assembly (E6 arm, T4 pole)	F	1	EA	29,454.00
119	649-32-205	Steel mast arm assembly (E7 arm, T6 pole)	F	1	EA	306.00
120	650-1-111A	Signal lens only - 12" red LED ball	F/I	1	EA	98.00
121	650-1-111B	Signal lens only - 12" red LED ball	F	1	EA	98.00
122	650-1-111C	Signal lens only - 12" yellow LED ball	F/I	1	EA	305.00
123	650-1-111D	Signal lens only - 12" yellow LED ball	F	1	EA	98.00
124	650-1-111E	Signal lens only - 12" green LED ball	F/I	1	EA	306.00
125	650-1-111F	Signal lens only - 12" green LED ball	F	1	EA	98.00
126	650-1-111G	Signal lens only - 12" red LED arrow	F/I	1	EA	270.00
127	650-1-111H	Signal lens only - 12" red LED arrow	F	1	EA	98.00
128	650-1-111I	Signal lens only - 12" yellow LED arrow	F/I	1	EA	262.00
129	650-1-111J	Signal lens only - 12" yellow LED arrow	F	1	EA	98.00
130	650-1-111K	Signal lens only - 12" green LED arrow	F/I	1	EA	298.00
131	650-1-111L	Signal lens only - 12" green LED arrow	F	1	EA	98.00
132	650-1-111M	Install LEDs (per section)	IO	1	EA	46.50
133	650-1-111N	Install LEDs (per 3-section head)	IO	1	EA	416.00
134	650-1-111O	Install LEDs (per 5-section head)	IO	1	EA	810.00
135	650-1-111P	Signal lens only - countdown pedestrian LED	F/I	1	EA	317.00
136	650-1-111Q	Signal lens only - countdown pedestrian LED	F	1	EA	184.00
137	650-1-111R	Signal lens only - countdown pedestrian LED	IO	1	EA	116.00
138	650-99A	Relocate Confirmation Light	IO	1	EA	368.00
139	650-51-112A	Traffic Signal, 1 Section, 1 Way, Mast, Poly w/LED's	F/I	1	EA	765.00
140	650-51-112B	Traffic Signal, 1 Section, 1 Way, Span, Poly w/LED's	F/I	1	EA	1,200.00
141	650-51-122A	Traffic Signal, 1 Section, 2 Way, Mast, Poly w/LED's	F/I	1	EA	1,682.00
142	650-51-122B	Traffic Signal, 1 Section, 2 Way, Span, Poly w/LED's	F/I	1	EA	1,907.00
143	650-51-132A	Traffic Signal, 1 Section, 3 Way, Mast, Poly w/LED's	F/I	1	EA	1,773.00
144	650-51-132B	Traffic Signal, 1 Section, 3 Way, Span, Poly w/LED's	F/I	1	EA	1,999.00
145	650-51-312A	Traffic Signal, 3 Section, 1 Way, Mast, Poly w/LED's	F/I	1	EA	3,670.00
146	650-51-312B	Traffic Signal, 3 Section, 1 Way, Span, Poly w/LED's	F/I	1	EA	1,896.00
147	650-51-322A	Traffic Signal, 3 Section, 2 Way, Mast, Poly, w/LED's	F/I	1	EA	2,222.00
148	650-51-322B	Traffic Signal, 3 Section, 2 Way, Span, Poly, w/LED's	F/I	1	EA	2,222.00

Traffic Signal Emergency Repairs  
 Bid # B-4-18-52  
 Exhibit C Price Sheet

149	650-51-412A	Traffic Signal, 4 Section, 1 Way, Mast, Poly. w/LED's	F/I	1	EA	2,000.00
150	650-51-412B	Traffic Signal, 4 Section, 1 Way, Span, Poly. w/LED's	F/I	1	EA	2,225.00
151	650-51-413A	Traffic Signal, 4 Section, 1 Way, Mast, Poly. 3M Optically Prog.	F/I	1	EA	7,356.00
152	650-51-413B	Traffic Signal, 4 Section, 1 Way, Span, Poly. 3M Optically Prog.	F/I	1	EA	7,582.00
153	650-51-511A	Traffic Signal, 5 Section, 1 Way, Mast, Poly. w/LED's	F/I	1	EA	2,794.00
154	650-51-511B	Traffic Signal, 5 Section, 1 Way, Span, Poly. w/LED's	F/I	1	EA	3,074.00
155	650-51-512A	Traffic Signal, 5 Section, 1 Way, Mast, Poly. 3M Optically Prog.	F/I	1	EA	7,444.00
156	650-51-512B	Traffic Signal, 5 Section, 1 Way, Span, Poly. 3M Optically Prog.	F/I	1	EA	7,670.00
157	650-53	Traffic Signal Install	IO	1	EA	738.00
158	650-54	Traffic Signal, Relocate	F/I	1	AS	278.00
159	650-55	Traffic Signal, Retrofit Existing Extrusion Hanger Assembly to Pivotal Hanger	IO	1	EA	574.00
160	653-111	Signal ped inc., int. sym.	F/I	1	EA	971.00
161	653-311	Signal ped inc., int. sym.	IO	1	EA	278.00
162	653-112	Signal ped inc., int. sym. 2W	F/I	1	EA	1,979.00
163	653-191	Signal ped inc., LED-Countdown 1 direction	F/I	1	EA	867.00
164	653-192	Signal ped inc., LED-Countdown, 2 direction	F/I	1	EA	1,052.00
165	653-312	Signal ped inc., int. sym. 2W	IO	1	EA	555.00
166	653-391	Signal ped inc., LED-Countdown	IO	1	EA	278.00
167	653-392	Signal ped inc., LED-Countdown	IO	1	EA	555.00
168	659-101	Signal back plates 3 sec head with retroreflective trim	F/I	1	EA	209.00
169	659-101A	Signal back plates 3 sec head with retroreflective trim	F	1	EA	94.50
170	659-102	Signal back plates 5 sec head with retroreflective trim	F/I	1	EA	328.00
171	659-102A	Signal back plates 5 sec head with retroreflective trim	F	1	EA	153.00
172	659-104	Traffic Signal, Retrofit Auxiliaries, Pivotal Hanger Assembly	F/I	1	EA	1,968.00
173	659-104A	Traffic Signal, Retrofit Auxiliaries, Pivotal Hanger Assembly	IO	1	EA	416.00
174	659-107	Aluminum pedestal and pole	F/I	1	EA	1,336.00
175	659-107A	Aluminum pedestal and pole with hand hole	F/I	1	EA	1,336.00
176	659-109	Concrete pedestal Type II	F/I	1	EA	1,914.00
177	660-1-101	Loop detector single channel shelf mount	F/I	1	EA	492.00
178	660-1-201	Loop detector single channel shelf mount	F	1	EA	247.00
179	660-1-102	Loop detector single channel rack mount	F/I	1	EA	492.00
180	660-1-202	Loop detector single channel rack mount	F	1	EA	307.00
181	660-1-103	Loop detector dual channel shelf mount	F/I	1	EA	492.00
182	660-1-203	Loop detector dual channel shelf mount	F	1	EA	420.00
183	660-1-104	Loop detector dual channel rack mount	F/I	1	EA	492.00
184	660-1-204	Loop detector dual channel rack mount	F	1	EA	491.00
185	660-2-101	Loop assembly Type A 6' x 12'	F/I	1	AS	1,014.00
186	660-2-102	Loop assembly Type B 6' x 6'	F/I	1	AS	1,072.00
187	660-2-104	Loop assembly Type D Advanced homerun only	F/I	1	AS	1,434.00
188	660-2-106	Loop assembly Type F 6' x 42'	F/I	1	AS	989.00
189	660-2-107	Loop assembly Type G Stop Bar Homerun Only	F/I	1	AS	3,839.00
190	660-2-109	Loop Assembly, System (Type B, 500 feet from upstream from stop bar, includes homerun)	F/I	1	AS	1,810.00
191	660-4-4	AWG #14 loop lead-in cable	F/I	1	LF	2.85
192	660-4-4A	6 pair overhead belden	F/I	1	LF	3.45
193	663-70A	Emergency pre-emption controller, 3M Opticom	F/I	1	EA	4,828.00
194	663-70B	Emergency pre-emption detector - 1 direction, 3M Opticom	F/I	1	EA	2,195.00
195	663-70C	Emergency pre-emption detector - 2 directions, 3M Opticom	F/I	1	EA	4,062.00

Traffic Signal Emergency Repairs  
 Bid # B-4-18-52  
 Exhibit C Price Sheet

196	663-70D	Emergency pre-emption detector - 3 directions, 3M Opticom	F/I	1	EA	5,937.00
197	663-70E	Emergency pre-emption detector - 4 directions, 3M Opticom	F/I	1	EA	7,748.00
198	663-70F	Emer. pre-emption detector relocate (span) - 1 direction	IO	1	EA	1,054.00
199	663-70G	Emer. pre-emption detector relocate (span) - 2 directions	IO	1	EA	1,368.00
200	663-70H	Emer. pre-emption detector relocate (span) - 3 directions	IO	1	EA	1,682.00
201	663-70I	Emer. pre-emption detector relocate (span) - 4 directions	IO	1	EA	1,995.00
202	663-70J	Emer. pre-emption detector relocate (mast arm) - 1 direction	IO	1	EA	1,109.00
203	663-70K	Emer. pre-emption detector relocate (mast arm) - 2 directions	IO	1	EA	1,477.00
204	663-70L	Emer. pre-emption detector relocate (mast arm) - 3 directions	IO	1	EA	1,846.00
205	663-70M	Emer. pre-emption detector relocate (mast arm) - 4 directions	IO	1	EA	2,215.00
206	663-74-15	Video Vehicle Detection Assembly (Aldis Gridsmart Spectra 360 Single Camera Assembly)	F/I	1	EA	17,328.00
207	663-74-15A	Video Vehicle Detection Assembly (Aldis Gridsmart Spectra 360 Single Camera Assembly)	IO	1	EA	1,773.00
209	663-74-15B	Video Vehicle Detection Assembly (Aldis Gridsmart Spectra 360 Double Camera Assembly)	F/I	1	EA	20,196.00
209	663-74-15C	Video Vehicle Detection Assembly (Aldis Gridsmart Spectra 360 Double Camera Assembly)	IO	1	EA	20,196.00
210	663-74-15D	Video Vehicle Detection Assembly (Econolite Terra Single approach overhead and cabling)	F/I	1	EA	8,236.00
211	663-74-15E	Video Vehicle Detection Assembly (Econolite Terra Min. 4 channel lip, lap, cabling)	F/I	1	EA	27,689.00
212	663-74-16	Vehicle detector assembly, Magnetometer (Sensys Single in road VSN240-F)	F/I	1	EA	1,239.00
213	663-74-16A	Vehicle detector assembly Magnetometer (Sensys AP240 Access Point)	F/I	1	EA	2,711.00
214	663-74-16B	Vehicle detection assembly Magnetometer (Sensys CC-TS2, OR EX-TS2 Card)	F/I	1	EA	6,294.00
215	663-74-16C	Vehicle detection assembly Magnetometer (Sensys RP240 Repeater)	F/I	1	EA	2,820.00
216	663-74-17	Vehicle Detection Assembly, GPS Based Emergency Preemption System	F/I	1	EA	16,717.00
217	663-74-45	Vehicle Detection Assembly, Relocate, Video	F/I	1	EA	2,089.00
218	664-70	Microwave Vehicle Detector	F/I	1	EA	1,433.00
219	664-70A	Microwave Vehicle Detector	F	1	EA	920.00
220	664-70B	Microwave Vehicle Detector	IO	1	EA	278.00
221	665-11	Pedestrian detector	F/I	1	AS	317.00
222	665-13	Pedestrian detector (det.w/sign only)	F/I	1	AS	317.00
223	670-4-1	Flashing beacon controller assembly Naztec Chronomax & Paging Receiver	F/I	1	AS	2,852.00
224	670-4-1A	Flashing beacon controller assembly RTC AP22 Two Circuit Switch with 48" Harness 503644	F/I	1	AS	2,193.00
225	670-5-130	Cabinet Assembly, TS2 Type 6 w/ 980 ATC v. 76xx controller	F/I	1	EA	39,232.00
226	670-5-130A	Cabinet Assembly Econolite TS2 Type 6 w/o controller	F/I	1	EA	39,232.00
227	670-110A	Cabinet, base only	F/I	1	EA	2,423.00
228	670-110B	Cabinet, install only	IO	1	EA	1,110.00
229	670-110C	Cabinet, base only (60" by 60")	F/I	1	EA	1,874.00
230	670-113C	Naztec Series 980 TS2 ATC v.76xx (controller only)	F/I	1	AS	11,615.00
231	684-34	Optical Fiber, Install Only, In Conduit or Aerial	IO	1	LF	1.90
232	685-106	System Auxiliary - UPS Alpha F108 FXM1100 w/ 220GXL Batteries	F/I	1	EA	11,011.00
233	685-206	System Auxiliary - UPS Alpha F108 FXM1100 w/ 220GXL Batteries	F	1	EA	6,750.00
234	690-10	Signal head traffic assembly remove	R	1	EA	46.50
235	690-20	Signal pedestrian assembly remove	R	1	EA	46.50
236	690-30	Pole remove	RD	1	EA	2,959.00
237	690-31	Signal pedestal remove	RD	1	EA	278.00
238	690-32-1	Pole Removal, Shallow, Direct Burial	R	1	EA	3,223.00
239	690-32-2	Pole Removal, Shallow, Bolt on attachment	R	1	EA	2,241.00
240	690-33-1	Pole Removal, Deep, Direct Burial	R	1	EA	5,079.00
241	690-33-2	Pole Removal, Deep, Bolt on attachment	R	1	EA	5,079.00
242	690-40	Mast arm assembly remove	R	1	EA	3,167.00
243	690-50	Controller assembly remove, Complete Assembly	R	1	EA	868.00
244	690-50-1	Controller Assembly, Remove, Cabinet	R	1	EA	555.00
245	690-50-2	Controller Assembly, Remove, Controller Only	R	1	EA	278.00

Traffic Signal Emergency Repairs  
 Bid # B-4-18-52  
 Exhibit C Price Sheet

246	690-70	Detector pedestrian assembly remove	R	1	EA	92.50
247	690-80	Span wire assembly remove	R	1	EA	925.00
248	690-90	Conduit and cabling remove	RD	1	PI	370.00
249	690-91	Interconnect remove	RD	1	LF	1.35
250	690-95	Sidewalk removal	SY	1	SY	70.00
251	690-100	Signal equipment misc. remove	R	1	EA	288.00
252	700-46-25	Sign existing relocate (aerial)	RL	1	AS	402.00
253	700-89-1A	Hanging arm assembly for Concrete Strain Pole Attachment	F/I	1	AS	1,709.00
254	700-89-1B	LED illuminated Street Sign Single Face- 6' by 19"	F/I	1	EA	3,571.00
255	700-89-1C	LED illuminated Street Sign Single Face- 6' by 24"	F/I	1	EA	3,571.00
256	700-89-1D	LED illuminated Street Sign Single Face - 8' by 19"	F/I	1	EA	3,571.00
257	700-89-1E	LED illuminated Street Sign Single Face - 8' by 24"	F/I	1	EA	3,571.00
258	700-89-1F	LED illuminated Street Sign Double face- 6' by 19"	F/I	1	EA	3,571.00
259	700-89-1G	LED illuminated Street Sign Double Face- 6' by 24"	F/I	1	EA	3,571.00
260	700-89-1H	LED illuminated Street Sign Double Face - 8' by 19"	F/I	1	EA	3,571.00
261	700-89-1I	LED illuminated Street Sign Double Face - 8' by 24"	F	1	EA	3,682.00
262	700-89-02A	LED Blank-out sign 30"x30"	F/I	1	EA	5,213.00
263	700-89-02B	LED Blank-out sign 30"x30"	F	1	EA	4,418.00
264	700-89-02E	LED Blank-out sign Dual Mess. 30"x30"	F/I	1	EA	6,057.00
265	700-89-02F	LED Blank-out sign Dual Mess. 30"x30"	F/I	1	AS	3,953.00
266	700-90-11	Sign flashing beacon, Ground mounted, AC Powered	F/I	1	AS	4,115.00
267	700-90-12	Sign flashing beacon, Ground mounted, Solar Powered	F/I	1	AS	5,828.00
268	700-90-14	Sign flashing beacon, Overhead, AC Powered Flasher Assembly only, No Poles	F/I	1	AS	231.00
269	700-90-31	Sign flashing beacon, Ground mounted	R	1	AS	4,837.00
270	700-90-32	Sign flashing beacon, Overhead	R	1	AS	1.25
271	715-1-11	Lighting conductors, Insulated, #10	F/I	1	LF	2.05
272	715-1-12	Lighting conductors, Insulated, #8-#6	F/I	1	LF	4.15
273	715-1-13	Lighting conductors, Insulated, #4-#2	F/I	1	LF	9.50
274	715-2-11	Lighting - Conduit, Underground	F/I	1	LF	10.00
275	715-2-12	Lighting - Conduit, Under Pavement	F/I	1	LF	26.00
276	715-2-13	Lighting - Conduit, Surface Mount	F/I	1	LF	9,252.00
277	715-4-111	Light Pole Complete, 150 MPH, 40'	F/I	1	EA	9,252.00
278	715-4-112	Light Pole Complete, 150 MPH, 45'	F/I	1	EA	1,986.00
279	715-5-11	Luminaire & Bracket arm, 12', 250W HPS, Mounted on concrete strain pole	F/I	1	EA	14,659.00
280	715-7-11	Load Center, Secondary Voltage	F/I	1	EA	5,803.00
281	715-7-21	Load Center, Rework, Secondary Voltage	F	1	EA	1,980.00
282	715-10-2	Light Pole Foundation	F/I	1	EA	487.00
283	715-10-3	Light Pole Foundation, Repair	F	1	EA	363.00
284	715-10-4	Light Pole Foundation, Straighten	F	1	EA	726.00
285	715-10-5	Light Pole Foundation, Remove	F	1	EA	741.00
286	715-11-111	Luminaire (Cobra Head)	F/I	1	EA	741.00
287	715-11-111A	Luminaire (Cobra Head) L.E.D.	F/I	1	EA	741.00
288	715-11-114	Luminaire (Shoe Box)	F/I	1	EA	741.00
289	715-11-114A	Luminaire (Shoe Box) L.E.D.	F/I	1	EA	300.00
290	715-11-114B	MaxLite Highmax Bulb	F/I	1	EA	429.00
291	715-11-611	Luminaire, Repair & Reinstall, Roadway, Cobra Head	R/I	1	EA	429.00
292	715-11-612	Luminaire, Repair & Reinstall, Roadway, High Mast	R/I	1	EA	653.00
293	715-14-11	Lighting Pull Box, Roadside, Molded	F/I	1	EA	216.00
294	715-14-14	Lighting Pull Box, Surface Mount	F/I	1	EA	230.00
295	715-19-1	Lighting Surge Protector, Pole Base	F	1	EA	177.00
296	715-21-1	Luminaire Starter	F	1	EA	

Traffic Signal Emergency Repairs  
 Bid # B-4-18-52  
 Exhibit C Price Sheet

Item No.	Description	Unit	Quantity	Rate	Total
297	715-30-02 Lighting-Group Relamping, HPS, 10 per group	F/I	1		394.00
298	715-34-1 Light Pole	F/I	1		9,252.00
299	715-35-1 Lighting Arm	F/I	1		1,986.00
300	715-36-12 Light Pole, Frangible Base, Transformer Base	F/I	1		1,091.00
301	715-36-14 Light Pole, Frangible Base, Door Assembly	F/I	1		98.50
302	715-36-15 Light Pole, Arm & Luminaire Assembly Only	IO	1		434.00
303	715-36-16 Light Pole, Complete	IO	1		3,300.00
304	715-37-1 Photo Cell	F/I	1		208.00
305	715-500-1 Pole Cable Distribution System, Conventional	F	1		417.00
306	999A Concrete Generator Pad	F/I	1		918.00
307	M-3-R Labor, Operator with Crane, Regular Time	F	1		197.00
308	M-3-O Labor, Operator with Crane, Overtime	F	1		205.00
309	M-2-R Labor, Level II Tech, W/ Bucket Truck, Regular Time	F	1		143.00
310	M-2-O Labor, Level II Tech, W/ Bucket Truck, Overtime	F	1		155.00
311	M-1-R Labor, Level I Technician, W/ Bucket Truck Regular Time	F	1		131.00
312	M-1-O Labor, Level I Technician, W/ Bucket Truck Overtime	F	1		138.00
313	M-H-R Labor, Helper, Regular Time	F	1		42.00
314	M-H-O Labor, Helper, Overtime	F	1		57.50
	Maintenance of Traffic (MOT) - 1%				
	Mobilization - 5%				

Does your company accept Automated Clearing House (ACH) Payments?  Yes /  No

**PROMPT PAYMENT**

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

*See attached signature pages (originals)*

\* If Prompt Payment Discount is offered please state discount and terms:

\_\_\_\_\_

**ADDENDUM ACKNOWLEDGMENT:**

Add. No. \_\_\_\_\_ Dated \_\_\_\_\_ / Add. No. \_\_\_\_\_ Dated \_\_\_\_\_

Add. No. \_\_\_\_\_ Dated \_\_\_\_\_ / Add. No. \_\_\_\_\_ Dated \_\_\_\_\_

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications, and pricing (Exhibits B and C) for Bid #B-4-15-55

VENDOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

PRINTED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ EMAIL: \_\_\_\_\_

Traffic Signal Emergency Repairs  
 Bid # B-4-18-52  
 Exhibit C Price Sheet

Item No.	Description	Unit	Quantity	EA
295	715-19-1	Lighting Surge Protector, Pole Base	1	EA
296	715-21-1	Luminaire Starter	1	EA
297	715-30-02	Lighting-Group Relamping, HPS, 10 per group	1	LU
298	715-34-1	Light Pole	1	EA
299	715-35-1	Lighting Arm	1	EA
300	715-36-12	Light Pole, Frangible Base, Transformer Base	1	EA
301	715-36-14	Light Pole, Frangible Base, Door Assembly	1	EA
302	715-36-15	Light Pole, Arm & Luminaire Assembly Only	1	EA
303	715-36-16	Light Pole, Complete	1	EA
304	715-37-1	Photo Cell	1	EA
305	715-500-1	Pole Cable Distribution System, Conventional	1	EA
306	999A	Concrete Generator Pad	1	EA
307	M-3-R	Labor, Operator with Crane, Regular Time	1	HR
308	M-3-O	Labor, Operator with Crane, Overtime	1	HR
309	M-2-R	Labor, Level II Tech, W/ Bucket Truck, Regular Time	1	HR
310	M-2-O	Labor, Level II Tech, W/ Bucket Truck, Overtime	1	HR
311	M-1-R	Labor, Level I Technician, W/ Bucket Truck Regular Time	1	HR
312	M-1-O	Labor, Level I Technician, W/ Bucket Truck Overtime	1	HR
313	M-H-R	Labor, Helper, Regular Time	1	HR
314	M-H-O	Labor, Helper, Overtime	1	HR
		Maintenance of Traffic (MOT) - 1%		
		Mobilization - 5%		

Does your company accept Automated Clearing House (ACH) Payments?  Yes /  No

**PROMPT PAYMENT**

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

\* If Prompt Payment Discount is offered please state discount and terms:

N/A

**ADDENDUM ACKNOWLEDGMENT:**

Add. No. \_\_\_\_\_ Dated \_\_\_\_\_ / Add. No. \_\_\_\_\_ Dated \_\_\_\_\_

Add. No. \_\_\_\_\_ Dated \_\_\_\_\_ / Add. No. \_\_\_\_\_ Dated \_\_\_\_\_

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications, and pricing (Exhibits B and C) for Bid #B-4-18-55

VENDOR NAME Traffic Control Devices, Inc.

ADDRESS 2424 N. Westmonte Dr. Altamonte Springs, FL 32714

AUTHORIZED SIGNATURE [Signature]

PRINTED SIGNATURE Janet Breeding / V.P. DATE 6/5/2018

Traffic Signal Emergency Repairs

Bid # B-4-18-52

Exhibit C Price Sheet

TELEPHONE # 407-864-5300 EMAIL [s.robert@tcd-usa.com](mailto:s.robert@tcd-usa.com)

**EXHIBIT "D"**  
**SCOPE OF SERVICES**

**EMERGENCY TRAFFIC SIGNAL REPAIR**

**1.0 GENERAL**

This statement of work describes and defines the services which are required for the execution of traffic signal repair/replacement at signalized intersections on major roadway corridors in the Florida Department of Transportation (FDOT) District 5, District-wide (Brevard).

Provide all labor, equipment, and materials to repair/replace any damaged signal installations including any MOT or Mobilization costs. All signal repair/replacement work performed under this contract shall be in accordance with the current version of the FDOT Standard Specifications and Specification for this Contract, Design Standards, Qualified Product List (QPL), Approved Product List (APL), or to the pre-event condition as directed by the Engineer.

The FDOT, at its sole discretion, may elect to enter into additional contract(s) with other Contractor(s). The work will begin upon written authorization by the FDOT. No guarantee of minimum or maximum amount of work per bid item is made by the FDOT under this contract. All services performed under this contract shall be in accordance with applicable Federal and State law, and environmental regulations.

The prime contractor must be pre-qualified with the FDOT in Traffic Signals or have been actively engaged in the business of roadway maintenance and/or construction performing traffic signal repairs for a minimum of three years. A Reference Form is provided in the bid documents for the bidder to provide a minimum of three references for which your company has performed single and multi post sign repair work with the last three years. All references will be checked and a bid proposal may be considered non-responsive if the above information is not provided with your bid submittal.

The prime contractor will be required to perform at least 30% of the work with its own forces.

Supply a letter to the Department upon execution of this agreement, from a surety authorized to do business in the State of Florida, verifying the contractor is bondable in the State of Florida. Within five (5) days after commencement of any services pursuant to this agreement and at all times during the term hereof, including renewals and extensions, the vendor will supply to the FDOT and keep in force a performance and payment bond (as required in Article 3-5.1 of the Division 1 Specification for this Contract). This bond shall be on the form provided by the Department and provided by a surety authorized to do business in the State of Florida, payable to the Department.

Once executed, the contract is valid for three (3) years from date of award. This Contract may be renewed for up to two (2) additional one (1) year periods up to a total contract length of five (5) years (original term plus renewals).

### **Wage Rate Provision**

For this Contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s) FL (*Insert Appropriate Number(s) as determined by the District Contract Compliance Manager*), as modified up through ten days prior to the opening of bids. Obtain the applicable General Decision(s) (Wage Tables) through the Department's website and ensure that employees receive the minimum wages applicable. Review the General Decisions for all classifications necessary to complete the project. If additional classifications are needed, request them through the Engineer's office.

When multiple wage tables are assigned to a Contract, general guidance of their use and examples of applicability are available on the Department's website. Contact the Department's Wage Rate Coordinator before bidding if there are any questions concerning the applicability of multiple wage tables. The URL for obtaining the Wage Rate Decisions is [www.dot.state.fl.us/construction/wage.htm](http://www.dot.state.fl.us/construction/wage.htm).

Contact the Department's Wage Rate Coordinator at (850) 414-4251 if the Department's website cannot be accessed or there are questions.

In addition to the criteria outlined in the Wage Rate Provision above, the Contractor shall meet the criteria as outlined in the Terms for Federal Aid Contracts (Appendix I).

## **2.0 SERVICES TO BE PROVIDED BY THE CONTRACTOR**

The signal repair/replacement services shall be performed by the Contractor in coordination with the FDOT District 5, personnel or their designated representative. Some intersections may require signal repair/replacement other intersections may not.

### **2.1 Signal Repair Services**

- Provide labor, equipment and/or materials necessary to perform emergency traffic signal repairs/replacement on signal installations as directed by the FDOT or its designated representative (this will include the removal of all temporary STOP Signs as directed). The signal repairs/replacement may be identified in two levels to include the following:
  - a. Level 1 – The repairs/replacement will include a functioning signalized intersection with a minimum of one functioning overhead signal indication per approach. Including removing any Signal debris from intersection.

- b. Level 2 – The repairs/replacement will include, returning the signalized intersection to pre-event conditions and functionality as per current applicable standards.
- Provide maintenance of traffic using current FDOT Design Standards and/or Manual of Uniform Traffic Control Devices (MUTCD) and FDOT Standard Specifications.
- Repair/replace installations as directed by the FDOT or its designated representative.
- Provide a means to measure and certify all work to the FDOT or their designated representative. Take (time and date stamped) digital pictures before and after work and submit these files/pictures with each daily work log, etc.

### **3.0 SERVICE TO BE PROVIDED BY THE FDOT OR THEIR DESIGNATED REPRESENTATIVE**

#### **3.1 Signal Repair Services**

- FDOT shall identify and prioritize work on all major roadway corridors (primary and secondary roads) in FDOT District 5, District-wide (Brevard).
- FDOT shall provide inspection for all contractor operations. Field Inspectors will be provided in sufficient numbers to adequately monitor all field operations.

### **4.0 PAYMENT**

#### **4.1 Signal Repair Services**

- Payment for signal repair work will be made in accordance with the bid items and unit prices shown in Exhibit C.
- The FDOT may provide available signal material/parts to the Contractor. All materials/parts provided by the FDOT for signal repair shall be replaced by the Contractor in kind at no cost to the FDOT within 180 days from the date determined by FDOT recognizing the end of the event. The FDOT may withhold payment for the value of these materials/parts or the Contractor may provide a bond in lieu of withheld payments.
- No quantities are guaranteed and there will be no unit cost adjustment for quantities required over the estimated quantities or under the estimated quantities.
- In the event that the bid items and unit prices in Exhibit C for signal repair services do not adequately address a specific work requirement, the Contractor will abide by Sub-Article 4-3.2.1(a)(b)(c) of Section 4 (Scope of Work) of the FDOT's Specifications for payment of such services.

- The Department, at its sole discretion, may award one or more contracts based on the bids received and the impact of the natural disasters encountered. If more than one award is made, such award will be to the lowest bidder, and then to the next lowest bidder(s) based on availability of the bidders and the bidder's ability to satisfy the needs of the Department at the time contacted.

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

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

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

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 wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of 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, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(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, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(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 Wage and Hour Administrator for determination. The Wage and Hour 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 paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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.

## 2. Withholding

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

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

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

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

**10. Certification of eligibility.**

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 3(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 3(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.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\*\*\*\*\*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.