CITY OF KEY WEST

MASTER AGREEMENT TO FURNISH HIGHWAY DESIGN, SURVEYING AND MAPPING, SOIL EXPLORATION, MATERIAL TESTING, CONSTRUCTION ENGINEERING SERVICES CONSULTING

For

BUS APRONS – LOWER FLORIDA KEYS

PROJECT NO. TS 1102

October 2014

Consulting Engineering Firm:
SRS Engineering, Inc.
5001 SW 74th Court
Suite 201
Miami, FL 33155

Master Agreement to Furnish Highway Design, Surveying and Mapping, Soil Exploration, Material Testing, and Construction Engineering Services Consulting

This AGREEMENT made and entered into this 7th day of January, 2015, between the City of Key West, a municipal corporation of the State of Florida, whose address is 3126 Flagler Avenue, Key West, Florida 33040, hereafter referred to as the "CITY" and SRS ENGINEERING, INC., a FLORIDA corporation, whose address is 5001 SW 74TH CT., SUITE 201 MIAMI, FL 33155, hereafter referred to as the "CONSULTANT". This agreement shall be effective on the date of execution of the last party to sign the AGREEMENT for the term specified in Paragraph 6.1.

Article 1. Scope of Services

The CONSULTANT's primary responsibilities include but are not limited to providing consulting, professional and construction services relating to the city's professional engineering, construction, economics, planning, specialty consulting and any other lawful professional engineering or other consulting services which the CONSULTANT is qualified to provide and which the CITY authorizes the CONSULTANT to undertake in connection with the CITY's present and planned activities in the areas identified below. The specific services, which the CONSULTANT agrees to furnish, are set forth as follows:

1.1 Provide surveys, plan and detail drawings and specifications for construction of 20 bus aprons identified as "KWDOT Selection" on Appendix 1, including invitation to bid documents and specifications for construction improvements on a federally funded roadway transportation project. This work includes evaluation of potential locations for bus aprons, mapping and surveying for each bus apron location, design of the bus pull-off and merge lanes, permit coordination with regulatory agencies, mitigation package development, plan drawings and specifications for construction, and CEI services of each individual bus apron to be located on Overseas Highway, Marathon to Key West, as described in Attachment B and Appendixes 1 and 2.

1.2 Provide comprehensive full-scale engineering, design, surveying, permit preparation, preparing contract specifications, chairing community meetings, construction documents and assisting the CITY with technical review and ranking of the same to attain qualified contractors for work, construction administration and owner project representation services relating to new construction, permit modification, and construction improvements on a federally funded roadway transportation project.

CONSULTANT shall provide the above-mentioned Scope of Services as tasked by the CITY for the project specifically identified in RFQ No. 14-001 / Project No. TS-1102 and any other tasks as assigned under this scope and CONSULTANT's response dated January 29, 2014.

Article 2. Compensation

Type of compensation methods which shall be used to pay for the CONSULTANT's services are limited to the following:

A. Hourly Labor Rates are provided in Attachment A to this Agreement and those hourly rates charged for work performed on the PROJECT by CONSULTANT's employees of the indicated classifications and include all salaries, overheads, and profit, but do not include allowances for Direct Expenses.

B. A budgetary amount to include reimbursable expenses and direct expenses shall be established as one hundred sixty five thousand dollars ($165,000.00) as broken down in Appendix 2. This budgetary amount shall not be exceeded, unless prior written approval is provided by the CITY. CONSULTANT shall make reasonable efforts to complete the work within the budget and shall keep CITY informed of progress toward that end so that the budget or work effort can be adjusted, if found necessary.

C. CONSULTANT is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CITY obligated to pay CONSULTANT beyond these limits.

D. When any budget has been increased, CONSULTANT's excess costs expended prior to such increase shall be allowable to the same extent as if such costs had been incurred after the approved increase.

E. Subject to budgetary limitation contained in Article 2.B. above, the CITY shall pay for reimbursable expenses invoiced at the actual cost of expenditures incurred by the CONSULTANT. Direct expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: 1) the costs of express courier charges, mail, supplies and field equipment incurred directly for the PROJECT, printing and reproduction of drawings, documents, and other material, laboratory tests and analyses, and subcontracts and other outside services; and 2) special health and safety requirements of OSHA and telecommunication services; and 3) the costs of travel, including the use of CONSULTANT's vehicles, subsistence, lodging and related expenses of personnel while traveling in connection with the PROJECT, in accordance with CITY policy and Florida Statute FS 112.061. Required Documentation: All requests for travel reimbursement must provide enough detail to clearly indicate the reason(s) for travel, date(s) of travel, exact time(s) of travel, and mode(s) of travel. If travel is by privately owned vehicle, exact mileage traveled with odometer readings must be submitted. All receipts for which reimbursement is requested are subject to Florida Statute rates applicable at the time of travel. CONSULTANT is obligated to minimize all expenses incurred in the execution of this AGREEMENT.

F. All reimbursement requested must be supported by a receipt except where a receipt could not be obtained such as an unattended toll booth or parking meters. In those situations where receipts cannot be obtained, reimbursement requested must be supported by documents that show dates, parking meter numbers and locations, toll booth locations, and signature of employee. Travel requested by CITY's AUTHORIZED REPRESENTATIVE and travel associated with permitting and grants, as required by state and federal agencies, shall be reimbursed in accordance with this section.

G. Transportation by passenger vehicles supplied by CONSULTANT in connection with the work shall be reimbursed in accordance with Florida Statute 112.061. Required Documentation: Mileage log stating point of departure, point of destination, and odometer reading for both.

Article 3. Invoicing and Payment

Monthly invoices shall be issued by CONSULTANT for all work performed during the preceding month under this AGREEMENT, as prescribed in Article 2. Invoices are to be submitted and paid in accordance with the Florida Prompt Payment Act.

Article 4. Obligations of the Consultant

4.1. General

A. The CONSULTANT shall serve as CITY'S professional representative under this AGREEMENT, providing professional engineering and related consultation and advice, and furnishing customary services incidental thereto.

4.2. Standard of Care

A. The standard of care applicable to CONSULTANT's services shall be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. The CONSULTANT shall perform any services not meeting this standard without additional compensation.

4.3. Subsurface Investigations

A. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics and the location of underground features may vary significantly between successive test points, sample intervals and at locations other than where observations, explorations, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the CONSULTANT.

4.4. Consultant's Personnel at Construction Site

A. The presence or duties of the CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, do not make the CONSULTANT or its personnel in any way responsible for those duties that belong to the CITY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction

contractor(s) or other entity(s) or any other persons at the site, except CONSULTANT's own personnel.

B. The presence of CONSULTANT's personnel at the construction site is for the purpose of providing the CITY a greater degree of confidence that the completed work shall conform generally to the Contract Documents, and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s), nor assumes responsibilities for the failure of contractor(s) to perform their work in accordance with the Contract Documents.

C. Construction sites include places of manufacture for materials incorporated into the construction work. Construction contractors include manufacturers of materials incorporated into the construction work.

4.5. Opinions of Cost, Financial Considerations, and Schedules

A. In providing opinions of construction cost, financial analyses, economic feasibility projections, and schedules for design projects, the CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the CONSULTANT makes no warranty that the CITY's actual PROJECT costs, financial aspects, economic feasibility or schedules shall not vary from the CONSULTANT's opinions, analyses, projections, or estimates.

B. If CITY wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, CITY shall employ an independent cost estimator, contractor, or other appropriate advisor.

4.6. Construction Progress Payments

A. Recommendations by the CONSULTANT to the CITY for periodic construction progress payments to the construction contractor shall be based on the CONSULTANT's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that exhaustive, continuous or detailed examinations or reviews have been made by the CONSULTANT to ascertain that the construction contractor has completed the work in exact accordance with the contract documents; that the final work shall be acceptable in all respects; that the CONSULTANT has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between CITY and the construction contractor that affect the amount that should be paid.

4.7. Record Drawings

A. Record drawings, if required, shall be prepared, in part, on the basis of information

compiled and furnished by others, including the CITY or contractor(s) for the work, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. The CONSULTANT is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

B. Record drawings shall consist only in hard copy form. Any computer-generated files on diskettes or tapes furnished by CONSULTANT are for the CITY's and other's convenience and are to be utilized at users' sole risk. Record Drawings shall be signed and sealed where applicable based on CITY and/or regulatory requirements.

4.8. Access to Consultant's Accounting Records

A. The CONSULTANT shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. These records shall be available to CITY during CONSULTANT's normal business hours for a period of 1 year after CONSULTANT's final invoice, for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. The CITY may only audit accounting records applicable to cost-reimbursable and cost plus fixed fee type compensation.

4.9 Consultant's Insurance

A. The CONSULTANT shall maintain limits no less than those stated below throughout this AGREEMENT of the following insurance:

1. **Workers' Compensation** Statutory, in compliance with the Compensation Law of the State of Florida. The coverage must include Employer's Liability with a limit of one million ($1,000,000) dollars per accident, one million ($1,000,000) dollars per disease-policy limit, and one million ($1,000,000) dollars per disease-each employee.

2. **Commercial General Liability** shall be in an amount acceptable to the City of Key West but not less than two million ($2,000,000) dollars annual aggregate, one million ($1,000,000) dollars per occurrence, and two million ($2,000,000) dollars products comprehensive aggregate. The City of Key West must be named as an Additional Insured. The coverage must include Commercial Form; Premises and/or Operations; Products and/or Completed Operations; Independent Contractors and Consultants (if any part of the Work is to be subcontracted); Broad Form Property Damage; XCU, Personal Injury, and Contractual Liability endorsement.

3. **Business Automobile Liability** Insurance with a minimum limit of liability per occurrence of one million ($1,000,000) dollars combined single limit and no annual aggregate. The City of Key West must be named as an Additional Insured. This insurance shall include for bodily injury and property damage coverage for owned automobiles, hired automobiles, non-owned automobiles, and location of operation shall be "all locations."

4. **Excess/Umbrella Liability** shall have a minimum limit of two million ($2,000,000) dollars per occurrence with an annual aggregate of two million

($2,000,000) dollars. This coverage is to be following form and include the Comprehensive General Liability.

5. **Professional Liability/Errors and Omissions** Insurance with a minimum limit of one million ($1,000,000) dollars.

6. CITY shall be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverage's identified above, and CONSULTANT waives subrogation against CITY as to said policies, with the exception of Worker's Compensation.

4.10 Subconsultants

A. The CONSULTANT may not assign or subcontract its obligations under this AGREEMENT without the written consent of the CITY, which consent may be withheld for any reason whatsoever.

Article 5. Obligations of the CITY

5.1. Authorization to Proceed

A. Authorization to proceed shall be considered to be given upon execution of this AGREEMENT.

5.2. City-Furnished Data

A. The CITY shall provide to the CONSULTANT all data in the CITY's possession relating to the CONSULTANT's services on the PROJECT including, but not limited to, information on any pre-existing documents including, but not limited to, underground utility locates, geotechnical reports, surveys, and previously submitted plans. CONSULTANT shall reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

5.3. Access to Facilities and Property

A. The CITY shall make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its services, and shall provide labor and safety equipment as required by CONSULTANT for such access. CITY shall perform, at no cost to CONSULTANT, such tests of equipment, machinery, pipelines, and other components of the CITY's facilities as may be required in connection with CONSULTANT's services, unless otherwise agreed to. CITY shall be responsible for all acts of CITY's personnel.

5.4. Advertisements, Permits, and Access

A. Unless otherwise agreed to in the Scope of Services, the CITY shall obtain, arrange, and pay for all advertisements for bids; permits and licenses, except those required by the bid documents, required by local, state, province, or federal authorities; and land, easements, rights-of-way, and access necessary for the CONSULTANT's services or PROJECT construction.

5.5. Timely Review

A. The CITY shall examine the CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required of CITY in a timely manner (10 working days).

5.6. Prompt Notice

A. The CITY shall give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect in the work of the ENGINEER or construction contractor(s).

5.7 Contractor Indemnification and Claims

A. CITY agrees to use its best efforts to include the following in all construction contracts with contractor(s) not affiliated with CONSULTANT:

1. The provisions of Article 4.4, CONSULTANT's Personnel at Construction Site.

2. Provisions proving contractor indemnification of CITY and CONSULTANT as additional insureds on the contractor's general liability insurance policy.

B. CITY shall use it best efforts to require construction contractor(s) to name CITY and CONSULTANT as additional insureds on the contractor's general liability policy.

5.8. Exclusion of Contractor Claims

A. CITY agrees to uses its best efforts to include the following clauses in all contracts with other construction contractors and equipment or material suppliers:

Contractors, subcontractors, and equipment and material suppliers on the PROJECT, or their sureties, shall maintain no direct action against the CONSULTANT, its officers, employees, affiliated corporations, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed or required to be performed, unless construction contractors, subcontractors and equipment or material suppliers first gain the CITY's consent.

5.9. CITY's Insurance

A. CITY shall maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

5.10 Services of Consultant

A. Unless this AGREEMENT is modified or terminated, the CITY shall have all services specified in this AGREEMENT performed by the CONSULTANT, employing CONSULTANT's standard form and content of drawings, specifications, and Contract

Documents, generally conforming to the standards, recommendations, and content of the Construction Specifications Institute (CSI) and Engineers Joint Contract Documents Committee (EJCDC), and subject to the CITY's review and approval.

5.11 Litigation Assistance

A. The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, shall be reimbursed and payment for such services shall be in accordance with Article 3, unless and until there is a finding by a court or arbitrator that CONSULTANT's sole negligence caused CITY's damage.

Article 6. General Legal Provisions

6.1 Agreement Period; Time for Performance; Penalty

A. The duration of the agreement shall be two (2) years commencing from the effective date of this Agreement, with an additional two-year option to extend on behalf of the CITY, which must be approved by Resolution of the City Commission. This Agreement shall continue in effect from year to year thereafter, until terminated by the CITY.

B. The services described in Article 1.1 shall be completed no later than the 30th day of November 2016, in that CONSULTANT's failure to complete performance hereunder by November 30, 2016 may jeopardize the CITY's grant funding for the project. In the event CONSULTANT fails to complete the services described in Article 1.1 on or before November 30, 2016, CONSULTANT shall pay to CITY the sum of one hundred sixty-five thousand dollars ($165,000.00), representing the amount of grant funds contemplated for this project.

6.2. Reuse of Project Documents

A. Reports, drawings, specifications, documents and other deliverables of the CONSULTANT, whether in hard copy or in electronic form, are instruments of service for the project of the CITY. All specifications and plans shall be made available on re-writable CD and are the property of the City of Key West. Reuse, change, or alteration on another project, by the CITY or by others acting on behalf of the CITY of any such instruments of service without the written permission of the CONSULTANT shall be at the CITY's sole risk.

6.3 Ownership of Work Product and Inventions

A. All of the work product of CONSULTANT in executing this Project shall remain the property of CONSULTANT. The CITY shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer programs or other intellectual property developed during the course of, or as a result of, the Work shall remain the property of the CONSULTANT.

6.4 Force Majeure

A. The CONSULTANT is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the CONSULTANT.

B. In the event of a delay that results in additional costs to the CONSULTANT, an appropriate increase in compensation and schedule shall be authorized in writing.

6.5 Termination

A. This agreement may be terminated at any time, with or without cause, by the CITY upon thirty (30) days written notice to CONSULTANT. No further work shall be performed by CONSULTANT upon receipt of this notice unless specifically authorized by the CITY.

B. On termination, the CONSULTANT shall be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the AGREEMENT. The CITY shall not pay for anticipatory profits.

6.6 Suspension, Delay, or Interruption of Work

A. The CITY may suspend, delay, or interrupt the services of the CONSULTANT for the convenience of the CITY. In the event of such suspension, delay, or interruption, or any other act or neglect of CITY or CITY's subcontractors, CITY shall pay CONSULTANT for work performed to date. An equitable adjustment in the PROJECT's schedule and CONSULTANT's compensation shall be made as agreed to by both parties.

B. In the event delays to the project are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

6.7 Third Party Beneficiaries

A. This Agreement gives no rights or benefits to anyone other than the CITY and CONSULTANT, and has no third party beneficiaries. CONSULTANT's services are defined solely by this proposed scope of services, and not by any other contract or agreement that may be associated with the Project.

B. All work products shall be prepared for the exclusive use of CITY for specific application to the property described in the proposed scope of services. No warranty, expressed or implied, is made. There are no beneficiaries of the work products other than CITY, and no other person or entity is entitled to rely upon the work products without the written consent of CONSULTANT. Any unauthorized assignment of related work product shall be void and unenforceable.

6.8 Indemnification

A. The CONSULTANT shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, property damage, losses, personal injuries, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONSULTANT, its

employees or agents, in the performance of this Agreement. Nothing herein is intended to waive the sovereign immunity afforded to the CITY pursuant to Florida law, including section 768.28, Florida Statutes.

B. This indemnification shall survive the expiration or termination of this Agreement. In the event that any action or proceeding is brought against CITY by reason of such claim or demand, CONSULTANT shall, upon written notice from CITY, resist and defend such action or proceeding by counsel satisfactory to CITY. The CONSULTANT shall defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against CITY, whether performed by CONSULTANT, or by persons employed or used by CONSULTANT.

6.9 Assignment

A. CONSULTANT shall not assign all or any part of this Agreement without the prior consent of CITY by Resolution of the Key West City Commission, which consent may be withheld for any reason whatsoever.

6.10 Jurisdiction

A. The law of the State of Florida and Monroe County shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

6.11 Severability and Survival

A. 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 affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

B. ARTICLES 4, 5, and 6 shall survive termination of this AGREEMENT for any cause.

6.12 Attorney's Fees

A. In the event of litigation affecting the rights of either party under this Agreement, the losing party shall pay the prevailing party's costs, expenses, and Attorney's Fees incurred in the enforcement of the prevailing party's rights hereunder.

6.13 Local Hiring Preference

A. In accordance with Federal Highway Administration, Department of Transportation regulations, 23 CFR 635.117, local hiring preferences shall not be allowed in this contract.

Article 7. Federal Transit Administration Third Party Contract Clauses

7.1. Fly America Requirements

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

7.2. Buy America Requirements

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

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

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

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

Date 10/15/14

Signature [signature]

Company Name SRS ENGINEERING, INC.

Title PRESIDENT

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

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

Date _____

Signature _____

Company Name _____

Title _____

7.3. Cargo Preference Requirements - Use of United States-Flag Vessels

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

requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

7.4. Energy Conservation Requirements

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

7.5. Clean Water Requirements

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

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

7.6. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of 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 the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the CITY.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)
The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

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

The Contractor, SRS ENGINEERING INC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

I. Serralta — Signature of Contractor's Authorized Official
IGNACIO SERRALTA, PRES — Name and Title of Contractor's Authorized Official
10/15/14 — Date

7.7. Access to Records and Reports

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

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

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any

means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

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

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I State Grantees a. Contracts below SAT ($100,000) b. Contracts above $100,000/Capital Projects	None None unless[1] non-competitive award	Those imposed on state pass thru to Contractor	None Yes, if non-competitive award or if funded thru[2] 5307/5309/5311	None None unless non-competitive award	None None unless non-competitive award	None None unless non-competitive award
II Non State Grantees a. Contracts below SAT ($100,000) b. Contracts above $100,000/Capital Projects	Yes[3] Yes[3]	Those imposed on non-state Grantee pass thru to Contractor	Yes Yes	Yes Yes	Yes Yes	Yes Yes

Sources of Authority:
[1] 49 USC 5325 (a)
[2] 49 CFR 633.17
[3] 18 CFR 18.36 (i)

7.8. Federal Changes

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

7.9. Bonding Requirements

Bid Bond Requirements (Construction)

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to CITY and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by CITY to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the written consent of CITY.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within ninety (90) days after the bid opening without the written consent of CITY, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of CITY's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by CITY as provided in "Bid Security" of the Instructions to Bidders) shall prove inadequate to fully recompense CITY for the damages occasioned by default, then the undersigned bidder agrees to indemnify CITY and pay over to CITY the difference between the bid security and CITY's total damages, so as to make

CITY whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the CITY determines that a lesser amount would be adequate for the protection of the CITY.

2. The CITY may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The CITY may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than $1 million.

(ii) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or

(iii) Two and one half million if the contract price is more than $5 million.

2. If the original contract price is $5 million or less, the CITY may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the CITY's interest.

(a) The following situations may warrant a performance bond:

1. CITY property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2. A contractor sells assets to or merges with another concern, and the CITY, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the CITY determines that a lesser amount would be adequate for the protection of the CITY.

2. The CITY may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The CITY may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the CITY's interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than $1 million;

(ii) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or

(iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The CITY shall determine the amount of the advance payment bond necessary to protect the CITY.

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond

is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The CITY shall determine the amount of the patent indemnity to protect the CITY.

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to CITY, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by CITY, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the CITY, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by CITY and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to CITY. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to CITY written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

7.10. Clean Air

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

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

7.11. Recycled Products

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

7.12. Davis-Bacon and Copeland Anti-Kickback Acts

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

(3) The proposed wage rate, including any bona fide fringe benefits, bears a

reasonable relationship to the wage rates contained in the wage determination; and

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

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

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

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

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

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

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the

contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

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

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

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

(2) **Withholding** - The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the

contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the CITY may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the CONSULTANT for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

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

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

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

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

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

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

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an

apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the 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.

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

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

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

(7) **Contract termination: 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** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government

contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

7.13. Contract Work Hours and Safety Standards Act

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

section.

7.14. No Obligation by the Federal Government

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

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

7.15. Program Fraud and False or Fraudulent Statements or Related Acts

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

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

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

7.16. Termination

a. Termination for Convenience (General Provision) The CITY may terminate this contract, in whole or in part, at any time by written notice to the Contractor

when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CITY to be paid the Contractor. If the Contractor has any property in its possession belonging to the CITY, the Contractor will account for the same, and dispose of it in the manner the CITY directs.

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

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

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

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

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

e. Termination for Convenience (Professional or Transit Service Contracts) The CITY, by written notice, may terminate this contract, in whole or in part,

when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

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

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

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

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

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

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the CITY may terminate this contract for default. The CITY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the CITY may take over the work and compete it by contract or otherwise, and may take

possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the CITY resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the CITY in completing the work.

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

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the CITY, acts of another Contractor in the performance of a contract with the CITY, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The Contractor, within [10] days from the beginning of any delay, notifies the CITY in writing of the causes of delay. If in the judgment of the CITY, the delay is excusable, the time for completing the work shall be extended. The judgment of the CITY shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

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

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

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

If, after termination for failure to fulfill contract obligations, it is determined that

the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the CITY.

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

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

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

7.17. Government-wide Debarment and Suspension (Nonprocurement)

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

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by CITY. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to CITY, the Federal Government may pursue available

remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7.18. Privacy Act Requirements

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

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

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

7.19. Civil Rights Requirements

The following requirements apply to the underlying contract:

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

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL)

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

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7.20. Breaches and Dispute Resolution

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

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

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

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

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

7.21. Disadvantaged Business Enterprises (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The CITY's overall goal for DBE participation is 1 %. A separate contract goal of 1% DBE participation has been established for this procurement, as set forth in KWDOT DBE Program 49 CFR Part 26 Section 26.1, 26.23, hereby incorporated by reference.

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

c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so,

as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying sealed bid:

1. The names and addresses of DBE firms that will participate in this contract;

2. A description of the work each DBE will perform;

3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;

5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above as a matter of responsiveness with sealed bid per contractual provisions, as set forth in KWDOT DBE Program 49 CFR Part 26 Section 26.1, 26.23, hereby incorporated by reference.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the CITY. In addition, the contractor may not hold retainage from its subcontractors beyond 30 days of accepting completed work.

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

7.22. Incorporation of Federal Transit Administration (FTA) Terms

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

Article 8. Signatures, Attachments, and Appendices
This AGREEMENT, including its Attachments and Appendices, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

THE CITY OF KEY WEST, FLORIDA

By: _____
James Scholl
City Manager

ATTEST:

_____
Cheri Smith
City Clerk

CONSULTANT

By: _____
Ignacio Serralta, P.E.
President/Principal-in-Charge
SRS Engineering, Inc.

ATTACHMENT A

HOURLY LABOR RATES

Classification/Position	Per Hourly Rate
Principle An officer of the company and responsible party tasked to resolve issues and manage the overall work performed.	$ 150
Senior Project Manager Responsible for the successful completion of the project. The Senior Project Manager shall have an assigned team for the project, shall assign the work and see that it is properly completed. When another firm is engages as a sub-consultant, it is the Senior Project Manager's duty to see that the lines of responsibility are clearly defined and that there is adequate coordination between offices. Must be capable and experienced with authority to speak for the firm in dealing with the client and to direct and expedite project work.	$ 138
Project Manager Responsible for accomplishing stated project objectives. Key project management responsibilities include creating clear and attainable project objectives, building the project requirements, and managing the triple constraints for projects; cost, time and quality.	$ 138
Senior Engineer Performs and oversees Engineers work related to the planning, design, and construction of projects. Also coordinates with contractors, other departments, and other agencies; administering professional services and construction contracts; evaluating requests for changes or additional work; directing the work of subordinate professional staff; and performs related work as required.	$ 108
Field Engineer Performs CEI assignments as part of a work team involved with project contract administration. Requires ability to use and apply extensive knowledge of construction engineering in the field. May supervise other project professionals or technicians. Usually requires a 4 year degree plus 6-8 years relevant experience, or equivalent. Reports to the Project Engineering Manager.	$ 147
Senior Inspector Performs construction quality assurance inspections. Tasks to assist engineers in construction materials and methods meet ASTM guidelines. Operates under direct supervision. Usually requires a 2 year degree plus 1-3 years relevant experience	$ 81
CAD Technician Uses computer-aided drafting software to develop layouts, drawings and designs that meet engineering specifications. Reviews engineering drawings, analyzes design and retrieves information to complete drawing, layout or design. Uses detail drawing or engineering specifications to dimension, scale or line locate. Usually requires a 2 year degree and 1-2 years relevant experience.	$ 70
Clerical Provides administrative support, including but not limited to, word processing, filing, copying, and general office support services.	$ 42

ATTACHMENT B

Scope of Services

This project shall provide surveys, plan and detail drawings and specifications for construction of 20 bus aprons identified as "KWDOT Selection" on Appendix 1 to be located on Overseas Highway, Marathon to Key West, including invitation to bid documents and specifications for construction improvements on a federally funded roadway transportation project. This work includes evaluation of potential locations for bus aprons, mapping and surveying for each bus apron location, design of the bus pull-off and merge lanes, permit coordination with regulatory agencies, mitigation package development, plan drawings and specifications for construction, and construction phase services only on as-requested services basis from the CITY which includes responding to RFIs, performing shop drawing reviews, performing site inspections, attending site meetings, and providing close-out punch list and as-built drawings of each individual bus apron.

Construction Documents

CONSULTANT shall prepare a coordinated set of topographical surveys, construction plans and details, specification, and agency permit authorizations predicated on the information outlined above.

Final design of the project shall consist of the following:

1. Provide exhibit to CITY for public involvement meeting(s)
2. Provide topographical surveys and soil testing results suitable for site evaluation and design
3. Provide conceptual construction plans for bus apron pull-off/merge lanes
4. Provide 60% and final design construction plans for bus apron pull-off/merge lanes
5. Provide General and Technical Specifications documents suitable for bidding
6. Complete, make application, and obtain SFWMD and FDOT (others as required) construction permits.
7. Receive and respond to Requests for Additional Information during bidding phase
8. Provide a project schedule and cost estimate based upon final design documents
9. Provide construction phasing and Maintenance of Traffic Control Plans

Construction Phase Services (CEI)

CONSULTANT shall perform construction engineering and contract administration through furnishing field engineering and site inspection personnel for conducting contract administration and construction quality assurance on an as-requested basis from the CITY.

KWDOT Selection	NORTH bound	Reference ID	GPS Coordinates	Priority Rating	COMMENTS BY PATTY IVEY, FDOT
	Rockland Key - Opposite Calle Uno	NB # 11	N24° 35.391 / W081° 40.372	1	OK
	Big Coppitt Key - FKAA Plant MM10	NB # 13	N24° 35.803 / W081° 39.440	1	There is already a transit stop just a short distance away at MM 10. Apron should not conflict with FKAA driveway.
	Big Coppitt Key - Geiger Rd. after Circle K	NB # 14	N24° 35.947 / W081° 39.128	1	The shoulder area is already paved
1	Sugarloaf Key (Upper) – Opposite Mangrove Mama's	NB # 19	N24° 39.595 / W081° 31.337	1	Definitely needed; existing shelter
	Cudjoe Key - Sherriff Sub Station	NB # 20	N24° 39.877 / W081° 30.330	1	Turn lane already in place into Drost Drive
2	Cudjoe Key - Opposite Coco's Cantina	NB # 21	N24° 39.974 / W081° 29.827	1	Please be careful of multiple driveways in the area; possible conflicts
3	Summerland Key - Before Dion's	NB # 24	N24° 39.672 / W081° 6.618	1	There is an in-progress FDOT project at this location - Please coordinate with Nick Everson @ RS&H
	Ramrod Key - FKAA MM27	NB # 25	N24° 39.666 / W081° 24.684	1	Apron should not conflict with FKAA driveway
4	Ramrod Key - Past Looe Key Tiki Bar	NB # 26	N24° 39.741 / W081° 24.344	1	OK
	Middle Torch Key - Opposite SR4A	NB # 27	N24° 39.921 / W081° 23.505	1	Newly constructed shoulder
	Little Torch Key - Dolphin Marina (Shelter)	NB # 28	N24° 39.973 / W081° 23.261	1	Bus bay already installed as part of recently completed project. No further improvements needed
	Big Pine Key - Lobstertail Rd	NB # 29	N24° 40.185 / W081° 21.959	1	OK
5	Big Pine Key - NAPA (Shelter)	NB # 30	N24° 40.174 / W081° 21.483	1	OK, however very little room to construct without conflicting with radius of existing driveway and existing signage
6	Big Pine Key - Industrial Rd. (Shelter)	NB # 31	N24° 40.167 / W081° 20.886	1	Desperately needed but placement should not conflict w/Industrial Road
	Sunshine Key - Campground Across Entrance	NB # 33	N24° 40.295 / W081° 14.813	1	OK
	Marathon - 11th St. (Shelter)	NB # 34	N24° 42.481 / W081° 06.753	1	On-going FDOT construction project at this site - coordinate with Vilma Croft or Nick Everson @ RS&H
	Marathon - @ Home Depot	NB # 37	N24° 42.818 / W081° 05.098	1	Curb & Gutter and there is already an existing turn lane; apron not needed
	Marathon - After MM50 Kmart / ~~Publix~~ US #1	NB # 38	N24° 42.887 / W081° 04.449	1	Curb & Gutter and there is already an existing turn lane; apron not needed
	Marathon - 92nd St. (Across Airport)	NB # 41	N24° 43.503 / W081° 02.945	1	Curb & Gutter; delete from list
	Marathon - 106th (Across Subway) (Shelter)	NB # 42	N24° 43.783 / W081° 02.260	1	Curb & Gutter; delete from list
				20	

	NORTH bound	Reference ID	GPS Coordinates	Priority Rating	COMMENTS BY PATTY IVEY, FDOT
7	Big Coppitt Key - Opposite Bobalus	NB # 12	N24° 35.682 / W081° 39.704	2 - 1	OK
	Cudjoe Key - Evie's (Shelter)	NB # 22	N24° 39.791 / W081° 28.676	2 - 1	OK
	Summerland Key - Mote Marine Lab	NB # 23	N24° 39.710 / W081° 27.234	2 - 1	Ongoing FDOT construction project at this location
	Priority rated 2 - but a close 1 - dependent on adequate funding			3	

	NORTH bound	Reference ID	GPS Coordinates	Priority Rating	COMMENTS BY PATTY IVEY, FDOT
	Stock Island – Hurricane Hole Marina	NB # 7	N24° 34.281 / W081° 44.801	2	Upcoming bike path project at this site
8	Stock Island – US1 & 3rd	NB # 8	N24° 34.447 / W081° 44.302	2	Desperately needed; upcoming FDOT project in 2015
	Rockland Key – Opposite Video Store	NB # 10	N24° 35.368 / W081° 40.822	2	Desperately needed; upcoming FDOT project in 2015
	Bahia Honda - Past Park Entrance	NB # 32	N24° 39.625 / W081° 16.390	2	This is already on a merge lane
	Marathon - 70th St. (Seagrape Apts.)	NB # 40	N24° 43.170 / W081° 03.805	2	Within a curb & gutter section; delete from apron list
	Priority rating 2 - dependent on adequate funding			5	

	Unknown at this time	Reference ID	GPS Coordinates	Priority Rating	COMMENTS BY PATTY IVEY, FDOT
	Saddlebunch - Blue Water RV (Shelter)	NB # 15	N24° 37.463 / W081° 36.036		OK
9	Bay Point - Baby's Coffee (Shelter)	NB # 16	N24° 37.728 / W081° 35.600		OK

KWDOT Selection	SOUTH bound	Reference ID	GPS Coordinate	Priority Rating	COMMENTS BY PATTY IVEY, FDOT
	Marathon - 109th Street (Walgreens)	SB # 1	N24° 43.778 / W081° 02.258	1	This roadway was milled & resurfaced 2 years ago and a larger concrete pad installed at 109th Street. This is a curb & gutter section
	Marathon - 92nd Street (S. East end of Airport)	SB # 2	N24° 43.493 / W081° 03.020	1	I believe the bus goes into the airport terminal drive to pick up & discharge passengers; is there a proposal to install a bus bay on US-1?
10	Marathon - 52nd Street (added 08/19/14 per RH)	New	Unknown		
	Marathon - MM 50 (Across Walgreens / Kmart)	SB # 5	N24° 43.000 / W081° 04.500	1	The Monroe County Sheriff's Office has recently approached us about re-locating the bus stop to in front of Crane Point Hammock (Museum)
11	Marathon - FHP Station @ Elementary School	SB # 7	N24° 42.702 / W081° 05.588	1	Please coordinate with Hong Benitez, P.E. @ D6 FDOT as we have an upcoming project in this area. This is currently a very problematic site.
	Marathon - Government Center (EOC / FDEP)	SB # 8	N24° 42.672 / W081° 05.885	1	Same as above; this site is within Hong's project. During the most recent plans review meeting, we discussed the addition of a paved shoulder (bike lane) here.
	Marathon - Prior to Turn Key Marina	SB #10	N24° 42.500 / W081° 06.682	1	This is within a current construction project. Project Manager is Vilma Croft, P.E.
	Sunshine Key - Campground Entrance	SB # 11	N24° 42.497 / W081° 06.720	1	No issues here
	Bahia Honda - Across Park Entrance	SB # 12	N24° 39.640 / W081° 16.398	1	No issues here except the existing shelter has not been maintained. The concrete pad has been undermined; needs immediate attention.
12	Big Pine Key - Dion's (shelter)	SB # 13	N24° 40.180 / W081° 20.903	1	No conflicts anticipated at this location.
13	Big Pine Key - CVS (shelter) MM 30	SB # 14	N24° 40.188 / W081° 21.492	1	Desperately needed apron at this site!
	Big Pine Key - Medical Center (shelter)	SB # 15	N24° 40.199 / W081° 22.034	1	I need to field review this one...
	Little Torch Key - Barry Ave (prior to bridge)	SB # 16	N24° 39.992 / W081° 23.234	1	This is a very steep slope; is it really constructible? I need to field review.
	Middle Torch Key - SR4A	SB # 17	N24° 39.929 / W081° 23.509	1	Need to field review before finalizing comments
	Ramrod Key - Opposite Looe Key (Tiki Hut)	SB # 18	N24° 39.737 / W081° 24.400	1	Need to field review before finalizing comments
	Cudjoe Key - Trailer Pk / Coco's Cantina	SB # 23	N24° 39.988 / W081° 29.841	1	No conflicts anticipated at this location.
	Cudjoe Key - Across MCSO / Landscape Shop	SB # 24	N24° 39.932 / W081° 30.213	1	Need to field review before finalizing comments
14	Sugarloaf Key (Upper) - Mangrove Mama's	SB # 25	N24° 39.616 / W081° 31.320	1	Need to field review before finalizing comments
15	Baypoint - Opposite Baby's Coffee Shop	SB # 28	N24° 37.787 / W081° 35.529	1	Very small shoulder area; will this be adequate for your apron?
	Saddlebunch - Opposite Blue Water RV	SB # 29	N24° 37.478 / W081° 36.031	1	Need to field review before finalizing comments
	Big Coppitt Key - Circle K (Aquamarine Dr)	SB # 30	N24° 35.459 / W081° 39.128	1	Need to field review before finalizing comments
16	Big Coppitt Key - Across FKAA Pump Station	SB # 31	N24° 35.818 / W081° 39.430	1	Need to field review before finalizing comments
17	Big Coppitt Key - Bobalu's	SB # 32	N24° 35.703 / W081° 39.684	1	Need to field review before finalizing comments
	Rockland Key - Calle Uno (shelter)	SB # 33	N24° 35.466 / W081° 40.218	1	There is an upcoming FDOT project in this area (milling & resurfacing)
	Rockland Key - Video Store	SB # 34	N24° 35.384 / W081° 40.820	1	There is an upcoming FDOT project in this area (milling & resurfacing)
	Stock Island - FKCC (near Entrance)	SB # 37	N24° 34.892 / W081° 44.638	1	There is an upcoming FDOT project in this area (milling & resurfacing)
	Stock Island - Across Senior Home	SB # 38	N24° 34.482 / W081° 45.009	1	There is an upcoming FDOT project in this area (milling & resurfacing)
				26	

	SOUTH bound	Reference ID	GPS Coordinate	Priority Rating	COMMENTS BY PATTY IVEY, FDOT
18	Marathon - USCG Station (shelter)	SB # 9	N24° 42.525 / W081° 06.367	2 - 1	Within an upcoming FDOT Construction project (Hong Benitez is the PM)
	Summerland - Across Dion's	SB # 20	N24° 39.683 / W081° 26.561	2 - 1	Within an in-progress FDOT construction project. Please contact Nick Everson, P.E. @ the Marathon Construction Office
	Summerland - Across Mote Marine	SB # 21	N24° 39.720 / W081° 27.214	2 - 1	Within an in-progress FDOT construction project. Please contact Nick Everson, P.E. @ the Marathon Construction Office
	Cudjoe Key - Prior to Cutthroat Road	SB # 22	N24° 39.803 / W081° 28.649	2 - 1	Very narrow shoulder. Is an apron constructible at this location?
	Priority rated 2 - but a close 1 - dependent on adequate funding			4	

	SOUTH bound	Reference ID	GPS Coordinate	Priority Rating	COMMENTS BY PATTY IVEY, FDOT
	Marathon - 68th Street (Reef Club - Shelter)	SB # 3	N24° 43.142 / W081° 03.944	2	No turnout space available due to limited r/w & curb/gutter/drainage
19	Marathon - 60th Street (Bank - Shelter)	SB # 4	N24° 43.052 / W081° 04.270	2	No conflicts anticipated
	Marathon - 42nd Street @ Hobbs County Park	SB # 6	N24° 42.812 / W081° 05.184	2	Curb & gutter section. How would the turnout be constructed in proximity to 41st Street?
	Ramrod Key - Prior to Coral Avenue	SB # 19	N24° 39.684 / W081° 24.644	2	Need to field review before finalizing comments
20	Sugarloaf Key - Crane Blvd (shelter)	SB # 26	N24° 39.475 / W081° 31.786	2	The existing shelter is in a very bad location; does not meet clear zone criteria. Consider re-location.
	Priority rating 2 - dependent on adequate funding			5	

SRS ENGINEERING COST BREAKDOWN
City of Key West
Bus Aprons - Lower Florida Keys
(Limited to 20 Apron Sites Total)
SUMMARY
DATE: 5/29/2014

Appendix 2

ACTIVITY BY SRS	PRINCIPAL		SR. MGR.		SR. ENGR		CAD TECH		PROJ MGR		INSPECTOR		CLERICAL		TOTAL	TOTAL
	HRS	RATE	HRS	RATE	HRS	RATE	HRS	RATE	HRS	RATE	HRS	RATE	HRS	RATE	HOURS	COST
DESIGN - GENERAL																
COORDINATION	4	150	12	138	8	108		70		138		81	4	42	28	$ 3,288
INITIAL KICK-OFF MEETING WITH CITY	8	150	8	138		108		70		138		81		42	16	$ 2,304
PRE-DESIGN FIELD INVESTIGATIONS		150	8	138	8	108		70		138		81		42	16	$ 1,968
ATTEND AND PREPARE FOR (3) COMMUNITY MEETINGS		150	32	138	8	108	6	70		138		81		42	46	$ 5,700
PRE-DESIGN MEETINGS WITH REGULATORY AGENCIES		150	16	138		108		70		138		81		42	16	$ 2,208
COORDINATION WITH SURVEYORS		150	2	138	8	108		70		138		81		42	10	$ 1,140
DESIGN-CONCEPTUAL																
PREPARE CONCEPTUAL SITE PLANS (20)		150	20	138	40	108	40	70		138		81		42	100	$ 9,880
PREPARE CONCEPTUAL CONSTRUCTION COST ESTIMATES (20)		150	8	138	20	108		70		138		81		42	28	$ 3,264
MEETING WITH CITY FOR CONCEPTUAL SUBMITTAL		150	8	138	8	108	2	70		138		81	1	42	19	$ 2,150
DESIGN-60% COMPLETE																
CONDUCT SITE VISIT TO VERIFY EXISTING CONDITIONS		150	16	138	16	108		70		138		81		42	32	$ 3,936
PREPARE 60% SITE PLANS & DETAILS (20)		150	20	138	40	108	40	70		138		81		42	100	$ 9,880
PREPARE 60% CONSTRUCTION COST ESTIMATES (20)		150	4	138	12	108		70		138		81		42	16	$ 1,848
PREPARE 60% SPECIFICATIONS		150	12	138	32	108		70		138		81		42	44	$ 5,112
MEETING WITH CITY FOR 60% SUBMITTAL		150	8	138	8	108	2	70		138		81	1	42	19	$ 2,150
DESIGN-100% COMPLETE																
(20)		150	8	138	10	108	20	70		138		81		42	38	$ 3,584
PREPARE 100% CONSTRUCTION COST ESTIMATES (20)		150	2	138	10	108		70		138		81		42	12	$ 1,356
PROJECT SCHEDULE		150	2	138	8	108		70		138		81		42	10	$ 1,140
SUBMITTAL	8	150	8	138		108	2	70		138		81	1	42	19	$ 2,486
PLANS PROCESSING AND PERMITTING																
SUBMIT PLANS TO PERMITTING AGENCIES (FDOT, SFWMD, DEP, CITIES)	2	150	20	138	8	108	4	70		138		81	1	42	35	$ 4,246
RESPOND TO COMMENTS AND RESUBMIT TO REG. AGENCIES	1	150	8	138	8	108	4	70		138		81		42	21	$ 2,398
MEETING WITH CITY TO SUBMIT PERMITTED PLANS		150	8	138		108		70		138		81		42	8	$ 1,104
BIDDING PHASE SERVICES																
RESPOND TO BID RFI'S		150	4	138		108		70		138		81		42	4	$ 552
TECHNICAL REVIEW AND RANKING OF QUALIFIED CONTRACTORS		150	4	138	8	108		70		138		81		42	12	$ 1,416

SRS ENGINEERING COST BREAKDOWN

Appendix 2

City of Key West
Bus Aprons - Lower Florida Keys
(Limited to 20 Apron Sites Total)
SUMMARY
DATE: 5/29/2014

ACTIVITY BY SRS	PRINCIPAL		SR. MGR.		SR. ENGR		CAD TECH		PROJ MGR		INSPECTOR		CLERICAL		TOTAL	TOTAL
	HRS	RATE	HRS	RATE	HRS	RATE	HRS	RATE	HRS	RATE	HRS	RATE	HRS	RATE	HOURS	COST
MEETING WITH CITY TO DISCUSS BID SUBMITTALS		150	8	138		108		70		138		81	1	42	9	$ 1,146
CONSTRUCTION PHASE SERVICES																
SHOP DWGS REVIEW, RESPOND TO RFI'S, & REVIEW C.O.'s		150	8	138	4	108		70		138		81		42	12	$ 1,536
CONDUCT SITE INSPECTIONS		150		138		108		70		138		81		42		$ -
CONSTRUCTION DOCUMENT CONTROL		150		138		108		70		138		81		42		$ -
FINAL CLOSE-OUT OF SITES		150	4	138		108		70		138		81		42	4	$ 552
		150		138		108		70		138		81		42	0	$ -
		150		138		108		70		138		81		42	0	$ -
TOTAL	23	150	258	138	264	108	120	70	0	138	0	81	9	42	674	$ 76,344
CONSTRUCTION PHASE CEI SERVICES				Field Engineer						Senior Inpector						
CONSTRUCTION ENGINEERING AND CONTRACT ADMINISTRATION (6.9 hrs/site)					138	147										$ 20,346
CONSTRUCTION QUALITY ASSURANCE INSPECTIONS (25.5 hrs/site)											510	81				$ 41,310
																$ -
																$ -
																$ -
																$ -
TOTAL					138	147					510	81				**$ 61,656**

AMEC	TOPOGRAPHICAL SURVEY		$25,000
ACTIVITIES BY SRS (Salaries)		1.00	$76,344
ACTIVITIES BY OTHERS		1.00	$61,656
Estimated OUT OF POCKET EXPENSES including reproduction costs, etc.			$2,000
TOTAL TH IS PROPOSAL			**$165,000**

General Decision Number: FL140190 06/06/2014 FL190

Superseded General Decision Number: FL20130249

State: Florida

Construction Type: Highway

County: Monroe County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	06/06/2014

* ELEC0349-002 09/01/2013

	Rates	Fringes
ELECTRICIAN	$ 30.11	13% + $5.60

SUFL2013-008 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work	$ 11.95	1.44
CEMENT MASON/CONCRETE FINISHER	$ 13.65	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 12.70	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman)	$ 13.08	0.00
INSTALLER - GUARDRAIL	$ 14.44	0.00
IRONWORKER, REINFORCING	$ 13.85	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 13.60	0.00
LABORER: Common or General	$ 11.96	2.90
LABORER: Flagger	$ 9.87	0.00
LABORER: Grade Checker	$ 11.45	0.00
LABORER: Landscape & Irrigation	$ 11.16	0.00
LABORER: Pipelayer	$ 12.68	0.00

LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	$ 12.17	1.71
OPERATOR: Backhoe/Excavator/Trackhoe	$ 17.20	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 11.60	0.00
OPERATOR: Broom/Sweeper	$ 10.89	0.00
OPERATOR: Bulldozer	$ 13.90	0.00
OPERATOR: Crane	$ 17.83	0.00
OPERATOR: Forklift	$ 11.03	0.00
OPERATOR: Grader/Blade	$ 16.08	0.00
OPERATOR: Loader	$ 16.59	0.00
OPERATOR: Mechanic	$ 13.55	0.00
OPERATOR: Milling Machine	$ 13.23	0.00
OPERATOR: Oiler	$ 12.61	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 18.17	0.00
OPERATOR: Roller	$ 13.28	2.39
OPERATOR: Screed	$ 15.79	0.00
OPERATOR: Trencher	$ 16.00	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation	$ 19.03	0.00
TRUCK DRIVER: Dump Truck	$ 12.66	0.00
TRUCK DRIVER: Lowboy Truck	$ 14.94	0.00
TRUCK DRIVER: Water Truck	$ 13.05	0.00

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Memorandum

U.S. Department
of Transportation
Federal Transit
Administration

Subject: NEPA Class of Action for Key West Bus Aprons on US 1 Date: July 5, 2012

From: Brian Smart

To: Project File

After a thorough site assessment and corridor tour along US 1 on June 4, 2012, it is my opinion that the appropriate NEPA class of action for the subject project is a listed CE in TEAM. The primary reasons for this determination are" 1) all work would be performed within existing FDOT right-of-way and 2) Key West DOT will comply with several local and state environmental protection laws to ensure that observed environmental resources that include but are not limited to mangrove wetlands, endangered species, and Section 4(f) properties (Florida Keys Overseas Heritage Trail) will not be adversely impacted.

The following will be documented in a letter addressed to Key West DOT:

1) Key West DOT should continue to coordinate with the appropriate local and state agencies for permitting and approval needs including but not limited to, stormwater, ground disturbance, etc;
2) The Florida Keys Overseas Heritage Trail should be avoided, even for temporary closures related to construction or construction-related staging, etc. If any construction work is done outside of the existing FDOT right-of-way and/or if impacts to the trail are needed once the exact location of the apron sites are selected, a higher NEPA class of action will be needed to demonstrate no permanent adverse impacts or use of trail property would result from the project;
3) Final site selections must be in areas with no impact to wetlands, mangroves, endangered species, Section 4(f) or Section 6(f) properties such as the Florida Keys Overseas Heritage Trail, and should have only very limited impacts on existing parking facilities.