

STANDARD SERVICES SUBCONTRACT AGREEMENT

[Agreement for one time services]

Project # _____

THIS AGREEMENT (this "Agreement" or "Subcontract"), is made as of this ____ day of ____ 2023 (the "Effective Date"), by and between _____, whose address is _____, Attn: _____, Phone (____) ____-____ and Fax (____) ____-____ hereinafter called the "Subcontractor," and **Stiles Corporation, d/b/a Stiles Property Management**, whose address is 201 East Las Olas Blvd, Suite 1200, Fort Lauderdale, FL 33301, Attn: Station Maintenance Manager, hereinafter called "Contractor" relating to the Subcontractor's Work (as hereinafter defined) at the property located at the following locations:

- Mangonia Park Station, 1415 45th Street, West Palm Beach, FL 33407
- West Palm Beach Station, 203 South Tamarind Avenue, West Palm Beach, FL 33401
- West Palm Beach Ops Center, 203 South Tamarind Avenue, West Palm Beach, FL 33401
- Boynton Beach Station, 2800 High Ridge Road, Boynton Beach, FL 33426
- Delray Beach Station, 345 South Congress Ave, Delray Beach, FL 33445
- Boca Raton Station, 680 Yamato Road, Boca Raton, FL 33431
- Cypress Creek Station, 5910 NW 9th Avenue, Fort Lauderdale, FL 33309
- Fort Lauderdale (Broward Blvd) Station, 200 Southwest 21st Terrace, Fort Lauderdale, FL 33312
- Sheridan Street Station, 2900 Sheridan Street, Hollywood, FL 33021
- Hollywood Station, 3001 Hollywood Blvd, Hollywood, FL 33021
- Golden Glades Station, 16000 State Road 9, Miami, FL 33169
- Opa-Locka Station, 480 Ali Baba Avenue, Opa-locka, FL 33054

NOTE: SUBCONTRACTOR'S INSURANCE CERTIFICATES MUST BE ATTACHED AS
EXHIBIT A TO THIS AGREEMENT PRIOR TO EXECUTION OF THIS AGREEMENT

WITNESSETH:

For good and valuable consideration, Contractor and Subcontractor agree as follows:

Section 1. Contract Documents. The Subcontractor agrees to furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform, all of Subcontractor's Work set forth in Section 3 hereof in connection with the services related to SFRTA Operating Services for South Florida Rail Transit Authority (the "Owner" or "SFRTA"), at 801 NW 33rd Street, Pompano Beach, FL 33064, in accordance with the terms and provisions of the (i) Contract between the Owner and Herzog Transit Services, Inc. ("Herzog"), dated January 27, 2017, including all the General and Special Terms and Conditions, and other documents attached thereto, and/or otherwise forming or by reference made a part thereof (collectively, the "Prime Contract"); (ii) Subcontract between Herzog and Contractor, dated May 17, 2017, including all the Exhibits, and other documents attached thereto, and/or otherwise forming or by reference made a part thereof (collectively, the "Master Subcontract"); and (iii) this Standard Services Subcontract Agreement, including all the Exhibits, and other documents attached thereto, and/or otherwise forming or by reference made a part thereof, all of the foregoing documents being incorporated herein by this reference and being hereinafter referred to collectively as the "Subcontract Documents." The Subcontractor agrees to be bound to Contractor, Herzog and the Owner by the terms and provisions of the Subcontract Documents, to the extent applicable to the type and nature of the Subcontractor's Work (as hereinafter defined). The Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under the Prime Contract and Master Subcontract, assumes toward the Owner and Herzog, respectively. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor that the Owner and Herzog, under the Prime Contract and Master Subcontract, respectively, have against the

Contractor, in so far as applicable to this Subcontract. Any capitalized terms not otherwise defined herein shall have the meanings for such terms as defined in the other Subcontract Documents.

Section 2. Contractor's Agent.

(a) "Contractor's Agent" shall be (name and address):

Stiles Corporation dba Stiles Property Management
201 E. Las Olas Boulevard, Suite 1200
Fort Lauderdale, FL 33301
Attn: Station Maintenance Manager

(b) Contractor's Agent shall act as the sole liaison between the Contractor and the Subcontractor. Contractor's Agent may reject any non-conforming services performed by Subcontractor or give such instructions as, in Contractor's Agent's sole discretion, may be necessary to correct any deficiencies in Subcontractor's Work. Subcontractor agrees to promptly correct any nonconforming work at its sole cost and expense.

(c) Subcontractor acknowledges that Contractor's Agent is acting solely as agent for Contractor, and is not to be held liable for any claims or obligations arising out of or in connection with the performance of this Subcontract.

Section 3. Term; Substantial Completion, Final Completion, and Subcontractor's Work.

(a) "Term" means the period commencing on the Effective Date and ending upon the date Subcontractor achieves Final Completion of the Subcontractor's Work.

(b) Subcontractor shall provide all labor, supervision, material and equipment necessary to perform and complete the Subcontractor's Work, as outlined in Exhibit D attached hereto and made a part hereof (the "Subcontractor's Work" or "Work") in all respects in accordance with the Subcontract Documents. Subcontractor hereby warrants that all of Subcontractor's Work shall be performed in a timely and first-class workmanlike manner. Subcontractor, at its cost and expense, shall comply with all laws, rules, regulations, ordinances and codes applicable to the Subcontractor's Work and as required under the terms of the Subcontract Documents. Subcontractor shall, at its own expense, comply with all applicable worker's compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders applicable to Subcontractor's Work. The Subcontractor shall take reasonable measures to ensure the safety of its employees and agents, the Contractor, the Owner, and Herzog, and their respective employees and agents, and the public during the performance of the Subcontractor's Work. If applicable, Subcontractor shall comply with the Property's Hazardous Materials Communication Program and the Property's Asbestos Operations and Maintenance Program. No exclusion from the Subcontractor's Work shall be recognized unless it is expressly and clearly set forth in detail in Subcontractor's description of Subcontractor's Work as stated in this Section or otherwise, as set forth in the Subcontract Documents.

(c) Subcontractor shall achieve "Substantial Completion" (as defined in this Section below) of Subcontractor's Work in accordance with this Agreement no later than the "Substantial Completion Date" indicated on Exhibit B attached hereto, subject to appropriate extensions of time as provided in this Agreement, time being of the essence. For purposes of this Agreement, "Substantial Completion" shall mean such time as: (i) Subcontractor's Work is completed in accordance with the Subcontract Documents; (ii) all necessary final approvals evidencing completion of the Subcontractor's Work are issued by all applicable governing authorities so as to enable the Contractor, Herzog and Owner to utilize the Work for its intended purposes, (iii) Subcontractor has delivered to Contractor and/or Owner all manufacturer and Subcontractor guarantees and warranties, together with instruction manuals for equipment, (iv) Subcontractor is in compliance with the payment and lien provisions of this Agreement, (v) Subcontractor has completed its site cleanup and restoration, including, without limitation, removal of all miscellaneous debris, supplies, equipment and trailers; (vi) all temporary utilities are disconnected; and (vii) Subcontractor's Work has been approved and accepted by Owner, Herzog, and Contractor.

(d) Within five (5) business days following the Substantial Completion Date, the Contractor and/or the Contractor's Agent shall inspect Subcontractor's Work with the Subcontractor to determine

whether any "punch list" items remain to be completed. Within ten (10) business days following such inspection, the Contractor and/or the Contractor's Agent shall prepare and submit a punch list which shall include any and all items the Contractor believes are required to be completed or repaired (the "Punch List"). Subcontractor agrees to complete all items on the Punch List and achieve Final Completion (as hereinafter defined) of the Subcontractor's Work required hereunder no later than fifteen (15) days following the receipt of the Punch List from the Contractor (the "Final Completion Date"), time being of the essence.

(e) "Final Completion" shall mean: (i) all "punch list" items on the Punch List have been fully completed to the satisfaction of Contractor, Owner and Herzog; (ii) all final governmental approvals and utility authority permits have been issued, as applicable; (iii) Subcontractor has delivered to Contractor and/or Owner all previously undelivered manufacturer and Subcontractor guarantees and warranties, and/or instruction manuals for equipment; (iv) Subcontractor has delivered to Contractor, Subcontractor's unconditional final release and waiver of lien, Subcontractor's Final Affidavit and final unconditional releases of lien complying with applicable Florida Statutes with respect to any and all subcontractors and suppliers performing Subcontractor's Work and/or supplying materials for the Subcontractor's Work, as well as satisfactions of lien for any claims of lien filed on account of the Subcontractor's Work, and such other affidavits, waivers and releases as Contractor may reasonably require in order to assure lien-free completion of all of the Subcontractor's Work; (v) Subcontractor has delivered to Contractor all shop drawings for the Subcontractor's Work including, without limitation, structural drawings, mechanical and electrical drawings, if any, detailing all permitted changes or deviations from the original Subcontract Documents; (vi) Subcontractor has fully cleaned and restored the site with respect to all of the final punch list work; (vii) all temporary utilities are disconnected; (viii) Subcontractor has delivered to Contractor a complete electronically formatted set of "as-built" working drawings and surveys, certified by Subcontractor as being true and correct; (ix) certificate evidencing that insurance required by the Subcontract Documents shall remain in force for a minimum of two years following completion of Subcontractor's Work, as required by the Subcontract Documents; and (x) Subcontractor has complied with all other requirements of the Subcontract Documents.

(f) If the Subcontractor fails to achieve Substantial Completion of the Subcontractor's Work by the Substantial Completion Date, subject to appropriate extensions of time as provided in this Agreement, then the Contractor's remedy for such failure, in addition to the imposition of Pass Through Damages that Subcontractor may be subject to and responsible for pursuant to Section 7 of this Agreement, shall be to recover from Subcontractor the sum of (_____) Dollars (\$____.00) ("Liquidated Damages") for each calendar day beyond such date that Substantial Completion is so delayed by Subcontractor, the Subcontractor's employees, its subcontractors, and their agents and employees and other persons or entities performing portions of the Subcontractor's Work for or on behalf of Subcontractor or any of its subcontractors. The parties agree that it is difficult to accurately estimate the actual damages Contractor will suffer due to delay, but also agree that the sums provided for herein as Liquidated Damages represent the best legitimate, good faith estimate of the actual damages Contractor will sustain from such delay and are not considered to be a penalty. Subcontractor acknowledges that Contractor shall be entitled to offset any Liquidated Damages amounts against any payments payable to Subcontractor hereunder.

Section 4. Payments and Retainage.

(a) Contractor agrees to pay the Subcontractor for the performance of this Subcontract, as specified herein, the total sum of _____ and ___/100 Dollars (\$_____.__) (the "Service Fee") for the Subcontractor's Work.

(b) Subcontractor shall provide Contractor with an application for payment ("Application for Payment") in a form acceptable to Contractor, Herzog and Owner, no more frequently than once every thirty (30) days. Contractor will review such Application for Payment after proper submission and satisfaction of all conditions to making that payment (e.g., delivery of lien waivers, etc.), as contained herein, and Contractor shall then submit such Application for Payment to Herzog and/or Owner, as applicable for payment. Contractor is under no obligation to make any payment to the Subcontractor hereunder until and unless Contractor has been paid by Herzog. Contractor agrees to make payment to Subcontractor within ten (10) days after receipt of such payment from Herzog. Each Application for Payment shall provide for a ten percent (10%) retainage to be held by the Contractor until completion of the Subcontractor's Work to Contractor's satisfaction and until satisfaction of all conditions to final payment contained herein (the "Retainage"). Subcontractor shall be paid in accordance with the payment schedule as set forth on Exhibit E, attached hereto and made a part hereof. Each Application for Payment shall contain sufficient detail necessary for Contractor to confirm that the Subcontractor's Work has progressed to the point

indicated. Further, each Application for Payment shall constitute a representation by the Subcontractor to the Contractor that the Subcontractor's Work has progressed to the point indicated, the quality of the Subcontractor's Work (and any of their subcontractors) covered by the Application is in accordance with the Contract Documents, and the Subcontractor is entitled to the payment in the amount requested.

With each Application for Payment, the Subcontractor shall provide Contractor with its unconditional partial release and waiver of lien and the unconditional partial releases and waivers of lien of all subcontractors and suppliers performing Subcontractor's Work and/or supplying materials for the Subcontractor's Work, copies of the invoices and other documentation supporting the amounts contained in such Pay Application and any such other reasonable affidavits, releases, satisfactions or other information as Contractor requests to insure that Contractor's property is remaining free of any and all construction and/or materialmen's liens.

Notwithstanding any other provision of the Subcontract Documents to the contrary, no monies shall be considered due and owing and Contractor shall not be obligated to make any payment, partial or final, to Subcontractor if, and as long as, any of one of the following conditions exist: (i) Subcontractor has failed to perform any of its obligations under the Subcontract Documents; (ii) Subcontractor has failed to furnish lien releases in the form and manner required by Contractor; (iii) any part of a payment requested by Subcontractor is attributable to Subcontractor's Work which is defective or was not performed in accordance with the Contract Documents; (iv) Subcontractor has failed to make payment promptly to any potential lien claimants; and (v) Contractor has not been paid by Herzog.

(c) Subject to the requirements regarding payment herein, including, but not limited to the requirement that Contractor receives payment from Herzog, the Retainage shall be due thirty (30) days after the date Subcontractor achieves Final Completion and has complied with all other conditions for payment contained within the Subcontract Documents.

(d) Subcontractor agrees to provide Contractor with all documentation required under the Subcontract Documents for Contractor to obtain payment under the Master Subcontract. Without limiting the generality of the foregoing, if requested by Contractor, Subcontractor shall provide to Contractor all waivers and releases of lien from Subcontractor and its sub-subcontractors relating to such payment received on account of Subcontractor's Work.

(e) No payment to the Subcontractor shall operate as approval or acceptance of work done or materials furnished hereunder.

(f) Subcontractor shall remain obligated during the Term and after the expiration and or termination of this Agreement to reimburse to Contractor any amounts necessary to obtain a discharge of any liens arising directly or indirectly in connection with Subcontractor's Work with respect to which Subcontractor has received payment, including reasonable costs and attorneys' fees. Should there be any claim, claim of lien, or lien after payment is made by any of Subcontractor's sub-subcontractors or suppliers, the Subcontractor agrees to resolve and/or satisfy such claim or claim of lien or otherwise transfer same to bond within fifteen (15) days after filing of such claim. If Subcontractor fails to resolve, satisfy and/or bond any such claims or claims of lien in accordance herewith, then Subcontractor shall indemnify and hold Contractor, Owner, the Florida Department of Transportation ("FDOT") and Herzog harmless from any such claims, claims of lien, actions, suits, liabilities, costs and damages related therein, including, all monies that the Contractor shall pay in satisfying, discharging, bonding or defending against any such claim, claim of lien or lien, or any action brought or judgment recovered, including all costs and expenses, and legal fees and costs (including those for appeals), incurred in connection therewith. The acceptance by the Subcontractor of payment of the Service Fee hereunder shall be and shall operate as a complete and unconditional release to the Contractor of any and all existing claims or demands by the Subcontractor against the Contractor known or unknown hereunder or in connection herewith, whatever they may be or howsoever they may arise as well as for every act and neglect of the Contractor and any person for whom the Contractor shall or may be deemed responsible.

(g) Subcontractor shall not be entitled to be paid or reimbursed by Contractor for any labor, supervision, material or equipment that is in excess of the scope of services included in Subcontractor's Work unless the cost and scope of such extra services have been agreed upon in writing by Contractor. Any extra services furnished by Subcontractor, except in accordance with the foregoing, will be provided at Subcontractor's sole cost and expense and, to the fullest extent possible under applicable law, Subcontractor waives claims for unjust enrichment arising out of any such extra services. Further, any

payment to Subcontractor shall be subject to Contractor's Agent approval and acceptance of Subcontractor's Work in its sole discretion.

(h) Subcontractor expressly agrees that receipt of payment by Herzog to Contractor for Subcontractor's Work is a condition precedent to any liability for payment by Contractor to the Subcontractor and that Contractor is under no obligation to make any payment to the Subcontractor hereunder until and unless Contractor has been paid by Herzog. Subcontractor understands and agrees that it is not fair or equitable to expect or require Contractor to pay Subcontractor unless and until Contractor has received those funds from Herzog so as to be able to pay Subcontractor with monies allocated or designated for its work performance. The agreement between Contractor and Subcontractor shall be that only when and unless and until the Contractor receives payment from Herzog, shall Contractor have any obligation to pay Subcontractor and Subcontractor waives and relinquishes any and all provisions in the Subcontract Documents to the contrary.

(i) Contractor and Subcontractor both undertake and accept the joint risk of non-payment by owner to Herzog and Herzog to the Contractor pursuant to the Prime Contract and Master Subcontract, respectively, and the Subcontractor hereby acknowledges that it would not accept or undertake Subcontractor's Work hereunder if it did not understand or was not willing to accept this risk of responsibility.

Section 5. Taxes and Contributions. The Service Fee includes all applicable permits, licenses and insurance premiums relating to the Services. SFRTA is exempt from Federal Excise and Sales taxes and the Subcontractor will not include any charges representing such charges on any invoices which are submitted to Contractor. Subcontractor assumes and accepts exclusive liability for, and agrees to pay as appropriate or applicable (a) all taxes and contributions required to be withheld from, or in respect of, wages and salaries, under any law or collective bargaining agreement now existing or hereafter imposed, including interest and penalties, (b) all taxes, contributions, interest and penalties under any federal, state municipal or other governmental or private old age benefit, welfare benefit, social security, pension, annuity, or unemployment compensation or insurance law plan or program now existing or hereafter imposed, and (c) all taxes measured by receipts in connection with the work under this Subcontract and all sales, use income, occupation, or excise taxes, including interest and penalties, referable to the Subcontract or anything to be done or furnished hereunder and all permits, fees and licenses relative to the work covered by the Subcontract. If Contractor pays any such taxes, contributions, interest or penalties, Subcontractor on demand shall reimburse Contractor therefore or Contractor may deduct the same from sums otherwise due Subcontractor.

Section 6. Claims. If Subcontractor shall claim to have sustained any cost or damage by reason of delay, additional or different work under this Subcontract, not otherwise caused by Subcontractor or its subcontractors, employees or agents (a "Claim"). Subcontractor shall not have or assert any Claim therefor against Contractor or otherwise, except as detailed below:

(a) if Subcontractor has strictly complied with the requirements set forth in this Subcontract, and has duly substantiated and certified such Claim as to the truthfulness and accuracy thereof, Contractor shall present such Claim to Herzog, either in its own name or in the name of Subcontractor;

(b) Contractor's sole liability to Subcontractor on account of any such Claims shall be to provide to Subcontractor whatever compensation or relief, if any, is derived from Herzog in respect of such Claims on behalf of, and allocated to, Subcontractor. Contractor is obligated to pay Subcontractor those sums recovered by Contractor from Herzog as a result of presentment of the pass-through Claim. There is no third-party beneficiary to this Subcontract and any attempt by Subcontractor or anyone else to raise the *Severin* doctrine shall be null and void;

(c) Subcontractor shall have full responsibility for preparing and paying all expenses and costs for the preparation of its Claim against Herzog, including any dispute resolution and litigation expenses related to the presentation of Subcontractor's Claim;

(d) In the event of a recovery or settlement from Herzog which does not expressly allocate an amount to or for Subcontractor's Claim, the parties shall endeavor to agree upon such allocation in good faith and shall govern and bind Subcontractor; if they are unable to so agree, the allocation of such recovery made by Contractor in good faith; and

(e) It shall remain within Contractor's good faith discretion whether to commence or, if

commenced, to continue, any legal proceedings against Herzog, including compromise or settlement of any such proceedings, provided, however, that Contractor shall, in good faith keep Subcontractor informed and consult with Subcontractor in advance of the commencement, discontinuance, or settlement of any such proceedings;

(f) Subcontractor will cooperate with Contractor and its legal representatives and will make its employees available for interviews and proper preparation for mediation, arbitration, litigation, and/or trial in connection with the Project. Witnesses are to disclose the relevant information and to testify with the utmost candor and rectitude.

(g) Notwithstanding anything contained herein to the contrary, Subcontractor hereby waives any right it may have in law and/or in equity to assert any Claim against SFRTA, FDOT and/or Herzog.

Section 7. Prosecution of Work. During the Term, Subcontractor shall keep the property free and clear at all times of all excess materials, debris and equipment. The Subcontractor shall furnish all labor, supervision, tools, equipment, materials and supplies necessary for the performance of this Subcontract in a workmanlike manner. The Subcontractor shall prosecute Subcontractor's Work in a timely and diligent manner whenever such work, or any part of it, becomes available or at such other time or times as the Contractor may direct, and shall not, by delay or otherwise, materially interfere with or hinder the work of the Contractor, Herzog, the Owner or any other subcontractor. Time is of the essence. Any materials that are to be furnished by the Subcontractor hereunder shall be furnished in sufficient time to enable the Subcontractor to perform and complete Subcontractor's Work within the time or times specified. As a separate and distinct element of damages from the Liquidated Damages set forth in Section 3(f) of this Subcontract, the Subcontractor agrees to reimburse the Contractor for any and all liquidated or actual damages that may be assessed against and collected from the Contractor by the Owner or Herzog under the Prime Contract or Master Subcontract, as applicable, which are attributable to or caused by the Subcontractor's failure to furnish the materials and/or perform Subcontractor's Work within the time fixed or in the manner provided for herein (the "Pass Through Damages"). The payment of such Pass Through Damages shall not release the Subcontractor from its obligation to otherwise fully perform its responsibilities under this Subcontract.

Section 8. Compliance. Subcontractor shall be required to enroll and complete the approval process with RealPage/Compliance Depot, Stiles Property Management's third-party Compliance Program Administrator.

Section 9. Default. In addition to any other conduct or event designated in this Subcontract as a default, if (a) Subcontractor shall fail to furnish materials of the quantity or to do work in the manner required by the Contractor and the Subcontract Documents, or (b) Subcontractor shall fail to provide supervisory personnel or workers in numbers and experience or equipment in kind and capacity reasonably suitable to the Contractor, or (c) Subcontractor shall fail to diligently prosecute Subcontractor's Work to keep pace with the progress schedule formulated from time to time by Contractor, or (d) if Subcontractor should file a petition in bankruptcy or for any arrangement of creditor shall be filed by or against Subcontractor or Subcontractor shall become insolvent or make an assignment for the benefit of creditors or commit any act of bankruptcy, or (e) Subcontractor shall fail to promptly pay for all labor, material and everything else used in connection with the Subcontract, or fail to promptly provide evidence of such payment upon the written request of Contractor, or (f) Subcontractor shall fail to maintain insurance or provide proof of insurance as required by this Subcontract, or (g) Subcontractor shall fail in any manner to perform the whole or any part of any term, provision, covenant or agreement contained or assumed herein; then and upon the occurrence of any such event and Subcontractor's failure to cure any such event within five (5) days after written notice to Subcontractor, in addition to any other right herein, Contractor shall have the right to:

- (a) Withhold any further payment hereunder from Subcontractor until the portion of Subcontractor's Work shall be performed or corrected by Subcontractor, as applicable, in the sole discretion of the Contractor,
- (b) Provide or have others provide such materials, supplies, equipment and labor in addition to any supplied by Subcontractor, as may be necessary to perform Subcontractor's Work and pay for the same and deduct the amount thereof from any money which is then or would thereafter otherwise be due Subcontractor,
- (c) Pay for all the same and deduct the amount so paid from any money which is then or would thereafter otherwise be due to Subcontractor.
- (d) Enter upon the premises and take possession for use and consumption in completing Subcontractor's Work of all the materials, supplies, records of the Subcontractor thereon and

complete Subcontractor's Work, or have the same completed by others, or any combination of such methods, and/or

- (e) Terminate the Subcontractor's rights under this Subcontract.

On the happening of any such event, Subcontractor shall not be entitled to receive any further payment hereunder, and Contractor shall have no liability to Subcontractor therefore, until the applicable proportionate payment has been received by Contractor from Owner, and Subcontractor shall only be entitled to, and Contractor shall only be liable for, the amount, if any, by which the unpaid portion of this Subcontract shall exceed the cost, expense and damage incurred by Contractor (including attorneys' fees and related costs) because of Subcontractor's default and/or delays in completing the Subcontractor's Work covered hereby and performing the other obligations of Subcontractor hereunder. If such damages and amounts expended or incurred by Contractor exceed the balance of the Subcontractor's compensation hereunder, Subcontractor shall pay Contractor such excess promptly after Contractor's demand therefor.

Section 10. Termination for Convenience. The performance of Subcontractor's Work may be terminated by the Contractor in accordance with this Section in whole, or from time to time in part, for convenience and Subcontractor shall assign all of its rights, titles, and interests as may be required by Contractor in connection with such termination. Any such termination shall be effected by delivery to the Subcontractor of a notice of termination specifying the extent to which performance of Subcontractor's Work under the Subcontract is terminated, and the date upon which termination becomes effective. After receipt of a notice of termination, and except as otherwise directed by the Contractor, the Subcontractor shall stop work under the Subcontract on the date and to the extent specified in the notice of termination, and using its best effort, close-out Subcontractor's performance in a prudent and economical manner. Within fifteen (15) days after Contractor's receipt of payment from Herzog following the delivery of a notice of termination to Subcontractor, Contractor shall pay Subcontractor any amounts for Subcontractor's Work performed up to the date in the notice of termination as its sole and exclusive remedy for termination. Notwithstanding anything in this agreement to the contrary, in no event will Contractor, Herzog, or Owner be liable for any damages, whether direct, consequential, incidental, liquidated or otherwise.

Subcontractor must settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the written approval or ratification of the Contractor, in its sole discretion.

Section 11. Labor. The Subcontractor, in connection with Subcontractor's Work, shall comply with, and be bound by, any labor agreements executed by Herzog and/or the Contractor or on Contractor's behalf to the extent that the provisions of such agreements applies to Subcontractor; provided, however, such agreements are provided to Subcontractor for review prior to execution of this Subcontract.

Section 12. Communications and Correspondence. All communications and correspondence, written or oral, must be directed through the Contractor.

Section 13. Indemnification. (a) To the fullest extent permitted by law, it is expressly agreed and understood that the Subcontractor shall indemnify, defend, and hold harmless Contractor (including its owners, affiliates and subsidiaries), its officers, directors, agents, shareholders, employees, successors, sureties, the Owner, Herzog, FDOT and any other parties which Contractor is required under the Subcontract Documents (each an "Indemnified Party" and collectively, "Indemnified Parties") to defend, indemnify and/or hold harmless, from and against any and all claims, liability, actions, causes of actions, complaints, laws, expenses and demands whatsoever, in law and equity, including, without limitation, for bodily injury, personal injury, sickness, disease, death or property damage, to the extent arising out of, or alleged to arise out of or as a result of, or alleged as a result of, or to arise out of the performance or non-performance of the Subcontractor's and its employee's or agent's work under the Subcontract Documents. Subcontractor, at Subcontractor's sole expense, shall promptly handle all such claims, defend all lawsuits filed against any Indemnified Party on account thereof, pay all judgments rendered against any Indemnified Party in such lawsuits (including any prejudgment interest assessed against any Indemnified Party hereunder), and reimburse any Indemnified Party for all reasonable expenses incurred in defending same, including, but not limited to, reasonable attorney fees, expert witness fees and court costs prior to engagement by Subcontractor of its attorney to defend hereunder or as may otherwise be necessary for Contractor to enforce these obligations.

To the extent Subcontractor's indemnification obligation hereunder requires Subcontractor to indemnify any Indemnified Party against any claim, liability, damage, loss, injury, expense, penalty, fine, judgment or cost

caused, in whole or in part, by such Indemnified Party's act, omission or default, such indemnification obligation shall not, exceed the combined sum of the Service Fee and the limits of the Subcontractor's CGL insurance required under this Subcontract, which combined sum Subcontractor and Contractor hereby acknowledge bears a reasonable commercial relationship to this Agreement.

Provided nothing expands the indemnification in this Section, these terms of indemnification shall not include any claim, liability, or damage which resulted from the gross negligence, or willful, wanton or intentional misconduct of a party indemnified hereunder.

The Subcontractor does hereby further acknowledge that part of the consideration for this Agreement and a material inducement for each of them to enter into this Agreement, is the Subcontractor's covenants to indemnify, defend and hold the Contractor harmless as hereinabove set forth in this Agreement.

(b) The Subcontractor, its agents, employees, subcontractors or suppliers shall not use the Contractor's equipment without the express written permission of the Contractor's designated representative. If the Subcontractor or any of its agents, employees, or suppliers utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items owned, leased, or under the control of Contractor, the Subcontractor shall be liable to the Contractor as provided in this Subcontract for any loss or damage (including personal injury or death) which may arise from such use.

(c) Subcontractor agrees to pay for all materials furnished and work and labor performed under this Subcontract, and to provide reasonable documentation evidencing payment to the Contractor whenever demand is made, and to indemnify the Contractor, Herzog, and the Owner against and save them and the premises harmless from any and all claims, suits or liens by others than the Subcontractor.

(d) Subcontractor agrees to obtain and pay for all permits, licenses and official inspections required by Subcontractor's Work and to comply with all laws, ordinances and regulations bearing on Subcontractor's Work and the conduct thereof; and in the event that Contractor, or any other entity designated by Contractor, obtains such permits, licenses and official inspections, Subcontractor agrees to fully indemnify Contractor for all costs, fees and expenses therefor; provided however, Contractor shall first notify Subcontractor of its intention to acquire any such permits, licenses or inspections and give Subcontractor the opportunity to obtain them.

(f) The Subcontractor warrants and guarantees Subcontractor's Work on the same terms, and for the same period of time, as Contractor warrants the work to Herzog and the Owner under the Subcontract Documents and agrees to make good, at its own expense, any defect workmanship which may occur or develop prior to the Contractor's release from responsibility to the Owner or Herzog therefore.

(g) The Subcontractor assumes toward the Contractor all the obligations and responsibilities that the Contractor assumes toward the Owner and Herzog with respect to the Subcontractor's Work hereunder, as set forth in the Subcontract Documents and other documents hereinabove referred to insofar as applicable, generally or specifically, to Subcontractor's Work.

Section 14 Insurance.

I. Insurance Required by Herzog and Contractor of Subcontractor:

Prior to the commencement of Subcontractor's Work, the Subcontractor and each sub-subcontractor who may be engaged by the Subcontractor shall procure, pay for, and maintain in force for the duration of the Term, the following insurance coverages and minimum limits with insurance companies acceptable to the Contractor:

(a) **Worker's Compensation and Employers' Liability** - Shall provide coverage for statutory benefits and Employer's Liability Coverage of not less than \$100,000 per occurrence. The policy shall be endorsed to provide a waiver of subrogation in favor of the Contractor, Owner, Herzog and the other Indemnified Parties. The policy shall be endorsed to provide 30 days written notice to Contractor of cancellation and/or material change in coverages.

(b) **Commercial General Liability** - Shall be written on an occurrence basis with limits not less than \$1,000,000. The policy shall include coverage for Premises/Operations, Independent Contractors, Contractual Liability (sufficient to cover the liability assumed by the Subcontractor under Section 13), Property

Damage arising out of the "XCU" hazards (if applicable to the work), Completed Operations/Products, Broad Form Property Damage, and Personal Injury. If the policy contains a general aggregate limitation, then the policy shall be endorsed to provide a \$1,000,000 specific aggregate for Subcontractor's Work. The policy shall name the Contractor, Owner, Herzog and the other Indemnified Parties as an Additional Insured (including completed operations) and be endorsed to state that the insurance provided to Contractor, Owner, Herzog, and the other Indemnified Parties shall be primary insurance with respect to Contractor, Owner, Herzog, and the other Indemnified Parties, and any other insurance policy that the Contractor and/or Owner, and/or Herzog, and/or the other Indemnified Parties may have in effect shall be deemed excess and not contributory. Such additional insured endorsement shall be CG-20 10 (11 85) or CG-20 10 (10 01) in combination with CG 20 37 or their equivalent. The policy shall be endorsed to provide 30 days written notice to Contractor of cancellation and/or material change in coverages. Any exclusion pertaining to work within fifty feet (50') of any railroad track shall be deleted. In addition, when Subcontractor performs construction operations, Subcontractor shall maintain CGL products and completed operations coverage for a minimum of two years following completion of Subcontractor's Work, and shall cause the CGL products and complete operations coverage to include coverage for the additional insureds during the completed operations term.

(c) **Comprehensive Automobile Liability** - The policy shall contain limits of not less than \$ 500,000 Combined Single Limit and include coverage for all Owned, Hired, and Non-owned vehicles. The policy shall name the Contractor, Owner, Herzog, and the other Indemnified Parties as an Additional Insured and be endorsed to state that the insurance provided to Contractor, Owner, Herzog, and the other Indemnified Parties shall be primary insurance with respect to Contractor, Owner, Herzog, and the other Indemnified Parties and any other insurance policy that the Contractor, Owner, Herzog, and/or the other Indemnified Parties may have in effect shall be deemed excess and not contributory.

(d) **Excess/Umbrella Liability** - The policy(ies) shall be written with limits as indicated in Exhibit C and shall be endorsed to be following form of the Comprehensive General Liability, Comprehensive Automobile Liability, and Employer's Liability coverages.

(e) **Professional Liability Insurance** - To the extent that Subcontractor's Work requires the stamp or seal of a professional engineer (P.E.) or the submission of calculations or drawings of a design professional or any other types of professional service(s), Subcontractor shall procure and maintain, at its own expense, Professional Liability insurance with a minimum limit of \$1,000,000 per claim and a maximum deductible of \$25,000. The Contractor reserves the right to require higher limits of insurance if the value of Subcontractor's Work exceeds \$1,000,000. There should be no exclusion on the policy for the type or scope of work associated with the services.

(f) **Crane Liability and Riggers Legal Liability Insurance** - To the extent Subcontractor is operating, hiring or contracting others to use, operate or hire a crane, it will be required to supply Contractor with an updated crane certification and adhere to all current OSHA Standards, including OSHA Standard # 1926.1427, and any subsequent revisions. The crane certification shall be kept on the job site at all times. In addition, the Subcontractor will maintain or cause to be maintained Crane Liability insurance including property damage, bodily injury and death, and Riggers Legal Liability insurance with minimum limits of \$5,000,000 per occurrence (claims made policies are not acceptable unless approved by Contractor in writing and are subject to additional insurance requirements) covering loss or damage to all persons and property, including not only property in operator's care, custody and control but also consequential damages arising from all Crane and/or Rigging operations. The insurance coverages will be the broadest form available including, Boom Overload and Collapse, Over-the Road Liability, Debris Removal, Preservation of Property and if applicable, Property in Transit. The policy will name the Contractor, Owner, Herzog, and the other Indemnified Parties as additional insureds. All damages to the crane are the sole responsibility of the Subcontractor and the Subcontractor waives and shall cause all applicable insurance carriers providing insurance on the Crane to also waive all right of recovery against the Contractor, Owner, Herzog, the other Indemnified Parties, and all other parties with interest in the Work for all damages to the crane.

(g) **Pollution Liability** - To the extent the work involves the removal, replacement, or handling of toxic chemicals and substances, Subcontractor shall procure and maintain, at its own expense, Pollution Liability insurance with a minimum limit of \$1,000,000 per claim and a maximum deductible of \$25,000. The Contractor reserves the right to require higher limits. There should be no exclusion on the policy for the type or scope of work associated with the services. The policy will name the Contractor, Owner, Herzog, and the other Indemnified Parties, as additional insureds.

(h) **Property Insurance** - If the scope of work or services includes materials or equipment to be installed by Subcontractor, then Subcontractor shall maintain property insurance written on an "all risk" builders' risk or installation policy form with coverage extending while in transit and in storage, comprising total value of the materials or equipment, including theft, vandalism, mysterious disappearance, fire, windstorm and if applicable flood on a replacement cost basis. The deductibles are the responsibility of the Subcontractor. Such property insurance shall be maintained until all materials or equipment are permanently installed. This insurance shall include interest of the Owner, Contractor, Herzog and all Subcontractors. Subcontractor will provide Contractor with proof of property insurance prior to commencement of work. In addition, it is Subcontractors' responsibility to insure their own tools and equipment not intended to be incorporated into the work

It is understood and agreed that the insurance coverages and limits required shall not limit the extent of the Subcontractor's responsibilities and liabilities specified within the Subcontract Documents or by law.

The policies obtained and maintained to provide the specific insurance must provide that the required coverages and limits will not be altered, canceled, or allow to expire without at least 30 days prior written notice to Contractor, Owner and Herzog.

Any deductible amounts which may occur as part of any policy shall be borne by the Subcontractor.

It is understood and agreed that authorization is hereby granted to Contractor to withhold payments to the Subcontractor until a properly executed Certificate of Insurance providing insurance required herein, accompanied by this signed Subcontract are received by Contractor.

In the event that the Subcontractor fails to obtain and keep in full force and effect any of the insurance requirements under this Subcontract, the Contractor, subject to applicable notice and cure periods, may purchase such coverage and use any funds payable to the Subcontractor to satisfy any premium requirements.

Any exclusion pertaining to work within fifty feet (50') of any railroad track shall be deleted from all insurance policies required herein this Agreement.

II. Insurance Required by SFRTA of Subcontractor: In addition to the insurance requirements outlined above under Section 14.1., Subcontractor and each sub-subcontractor who may be engaged by the Subcontractor shall comply with the insurance requirements set forth below by SFRTA. All certificates of insurance shall be subject to approval by South Florida Regional Transportation Authority (SFRTA) as to form and content. These requirements are subject to amendment or waiver only if approved by SFRTA in writing. A lapse in any required insurance coverage during the term of this Subcontract shall be a breach of this Subcontract.

SFRTA reserves the right to reject coverage from any company not acceptable to SFRTA and to require Subcontractor to obtain coverage from another source. Self-insurance shall not be acceptable under this Subcontract.

The certificates must include on their face that the insurance coverage provided shall include endorsements containing the specific requirements of A, B, C and D of Section (a) below. If the insurance certificate(s) is received within the specified time frame, but not in the manner prescribed, Subcontractor shall be verbally notified of such deficiency and shall have an additional three (3) business days to submit a corrected certificate to SFRTA. If the Subcontractor fails to submit the required insurance certificate(s) in the manner prescribed within seven (7) business days from receipt of a fully executed Subcontract, the Subcontractor shall be in default, and this Agreement shall be terminated immediately by Contractor providing notice to Subcontractor and Contractor shall owe nothing further to Subcontractor.

Such policy or policies shall be issued by a company or companies authorized to transact business in the State of Florida or an eligible surplus lines insurer in good standing with the Florida Insurance Commissioner's Office.

Subcontractor shall use the Standard "ACORD" 25 Certificate of Liability Insurance form and Acord Form 101, Additional Remarks Schedule, if necessary, evidencing that Subcontractor has met the insurance requirements.

Coverage shall be at least as broad as follows:

(a) Subcontractor shall provide Commercial General Liability (CGL) Insurance afforded on a form no more restrictive than the latest edition of the CGL Policy (ISO form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which, under an ISO filing, must be attached to the policy (i.e. mandatory endorsements) and those described below which would apply to the services contemplated by the Contract Documents.

At a minimum, the CGL policy described above shall include policy limits of:

- A. One Million Dollars (1,000,000) for each occurrence of bodily injury and property damage
- B. One Million Dollars (1,000,000) annual aggregate
- C. One Million Dollars (1,000,000) per occurrence and policy aggregate for personal injury and advertising injury
- D. One Million Dollars (1,000,000) for completed operations and products liability per occurrence and project aggregate

The Subcontractor may meet the above coverage requirements using excess liability insurance, except that the limits of the primary CGL policy shall not be less than \$1 million.

In addition, Subcontractor's coverage shall provide:

- A. An endorsement giving SFRTA a minimum of ten (10) days' notice of cancellation for nonpayment of premium and thirty (30) days' notice of cancellation for any other reason, nonrenewal and/or added restriction.
- B. An endorsement naming SFRTA and FDOT as additional insureds. Coverage shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 (ongoing operations) and CG 20 37 (completed operations) forms, excluding CG 24 17 if the later forms are used.
- C. That the coverage provided to the Indemnified Parties and the additional insureds by the Subcontractor is primary to any other insurance coverage or self-insurance maintained by the Indemnified Parties, and the additional insureds. To the extent other insurance may respond to a claim, it shall be considered excess to the limits of Subcontractor's insurance policies required by the Subcontract Documents.
- D. An endorsement stating that the insurance company waives all of its rights of recovery under subrogation, a transfer of rights, or otherwise, against SFRTA, the Indemnified Parties and any additional insureds, separate contractors, and subcontractors.
- E. A deductible no greater than \$10,000. All deductible amounts shall be borne by the Subcontractor.

(b) Subcontractor shall provide Worker's Compensation Insurance applicable to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include Employer's Liability with the minimum limit of One Hundred Thousand Dollars (\$100,000).

(c) Subcontractor shall provide Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$ 500,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Subcontractor shall specifically protect SFRTA by obtaining an endorsement to its Automobile Liability policy naming SFRTA as an additional insured. Coverage must be afforded on a form no more restrictive than the latest edition of the business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office with the State of Florida, and must include the following coverages:

- A. Owned vehicles;
- B. Hired and non-owned vehicles;
- C. Employees' Non-ownership; and
- D. Personal Injury, Property Damage, Uninsured Motorist, Collision and Comprehensive coverages.

III. Insurance Requirements of Sub-Subcontractors: All Sub-Subcontractors retained or hired to perform Subcontractor's Work shall be required to maintain coverage, limits, conditions, endorsements and terms no

less restrictive than those required under this Section.

IV. Insurance Miscellaneous

Proof of Insurance. At execution of this Agreement and prior to commencement of any work, the Subcontractor shall provide the Contractor with Certificate(s) of insurance, including the policy declaration page(s) and all required endorsements evidencing the insurance coverages required herein in this Agreement. Subcontractor shall be responsible for assuring that the insurance policies required by the Subcontract Documents remain in force with no changes for the duration of this Subcontract. If an insurance policy is scheduled to expire during the term of this Subcontract, Subcontractor shall be responsible for submitting evidence of the same type originally provided to Contractor that a new or renewed insurance policy was put in place to prevent any lapse in coverage. In the event that evidence of renewal is not provided prior to the expiration of an existing policy, Subcontractor shall be in breach of this Subcontract, and Contractor shall suspend all payments until such time as evidence of the new or renewed policy is received by Contractor. Contractor also may take any other actions allowed under this Subcontract for breach of this Subcontract, including, termination. Evidence of renewal shall include a Certificate(s) of Liability insurance, the policy declaration page(s) and all required endorsements.

In no event shall the failure by Contractor to receive evidence of insurance be construed as a waiver of the Subcontractor's obligation to obtain the required insurance coverages. Failure by Contractor to demand evidence of insurance or failure by Contractor to identify a deficiency in the evidence provided, shall not be construed as a waiver of the Subcontractor's obligation to procure and maintain the insurance required. The acceptance of delivery by Contractor of evidence of insurance does not constitute approval or agreement that the insurance requirements have been met or that the insurance policies identified in the evidence of insurance are in compliance with such requirements.

(a) **Minimum Coverage.** Insurance Coverage in the minimum amounts set forth herein shall not be construed to relieve Subcontractor of liability in excess of such coverage, nor shall it preclude Contractor from taking such other actions as is available to it under any other provisions of this Subcontract or otherwise in law or equity. If Subcontractor maintains limits higher than the minimum shown above, SFRTA, FDOT, Herzog, Contractor and additional insureds and the other Indemnified Parties shall be entitled to coverage for the higher limits maintained by the Subcontractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Contractor, Owner, Herzog and any additional insureds and Indemnified Parties.

(b) **Insurance Company Ratings.** The above indicated insurance coverages shall be issued by insurers of financial responsibility that are rated "A" or better by Best's Insurance Report, "AA" or better by Standard & Poor's Insurance Rating Service, or "AA" or better by Moody's Investors Service. SFRTA, Contractor and Herzog reserve the right to reject as inadequate any insurance coverage provided by an insurance company that is rated less than the ratings above by any of the aforementioned rating services.

(c) **Waiver of Subrogation.** Subcontractor shall require all policies of insurance that relate to Subcontractor's Work and that are secured and maintained by Subcontractor and all Sub-Subcontractors, other than professional liability insurance, to include endorsements providing that each insurance company shall waive all of its rights of recovery, under subrogation or otherwise, against SFRTA, FDOT, Herzog, Contractor, and the other Indemnified Parties.

(d) Subcontractor waives all rights of recovery against SFRTA, FDOT, Herzog, Contractor and the other Indemnified Parties, which Subcontractor may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to Subcontractor's Work and that are secured and maintained by Subcontractor. Subcontractor shall require all Sub-Subcontractors to waive their rights of recovery (as aforesaid waiver by Subcontractor) against SFRTA, FDOT, Herzog, Contractor and the other Indemnified Parties.

(e) **Waiver of Subrogation.**

i. Subcontractor waives all rights against SFRTA, Herzog, Contractor and the other Indemnified Parties for damages or injuries caused by perils covered by any insurance maintained by a party hereunder, to the extent such damages or injuries are covered by such insurance, except such rights as they may have to the proceeds of such insurance held by a party as trustee.

- ii. Subcontractor waive all rights against SFRTA, Herzog, Contractor and the other Indemnified Parties for loss or damage to any equipment used in connection with the services performed by the Subcontractor under the terms of this Subcontract and covered by any property insurance. The Subcontractor shall require similar waivers from all sub Subcontractors and their sub-sub Subcontractors, if any.

Section 15. Third Party. The parties hereto do not intend by any provisions hereof to create any third-party beneficiaries, nor to confer any benefit upon or enforceable right hereunder or otherwise upon anyone other than the parties hereto. Any decision concerning Subcontractor's Work, the intendment or application of the Subcontract or claims for payment or compensation thereunder for work done or omitted hereunder which are binding upon the Contractor shall bind the Subcontractor absolutely, whether such decision be made by the Owner or any officer, agency or tribunal empowered to render the same by the Prime Contract, or Herzog, under the Master Subcontract, or any procedure referred to therein or contemplated thereby. The Contractor may dispute, appeal from and in every manner resist and litigate any and every such decision without being deemed thereby to have admitted any obligation or liability to the Subcontractor, and if the decision shall go against the Contractor then the Subcontractor shall be concluded thereby, and nothing previously said, done, contended or stipulated by the Contractor shall be offered or received in evidence in any proceeding of the Subcontractor against the Contractor.

Section 16. Other Contracts. It is understood and agreed that the Subcontractor's Work provided for in this Subcontract constitutes only a part of the work being performed for the Owner and Herzog by the Contractor and other subcontractors under the Subcontract Documents and other contract documents. The Subcontractor, therefore, agrees to perform the Subcontractor's Work called for in this Subcontract in such a manner that it will not injure, damage or materially delay any other work performed by the Contractor or any other subcontractor, and further agrees to pay the Contractor for any damage or material delay that may be caused to such other work by the Subcontractor or by its agents or employees.

Section 17. Independent Contractor. The Subcontractor specifically agrees that it is, or prior to the start of Subcontractor's Work hereunder will become, an independent contractor of an employing unit subject as an employer to all applicable Unemployment Compensation statutes so as to relieve the Contractor of any responsibility or liability for treating Subcontractor's employees as employees of the Contractor for the purpose of keeping records, making reports and payment of Unemployment Compensation taxes, or other taxes or contributions; and the Subcontractor agrees to indemnify and hold the Contractor harmless and reimburse it for any expense, including reasonable attorney fees and expenses of litigation or liability incurred under said statutes in connection with employees of the Subcontractor, including a sum equal to benefits paid to those who were Subcontractor's employees, where such benefit payments are charges to the Contractor under any Merit Plan or its individual Reserve Account pursuant to any state unemployment compensation statute. The parties acknowledge and agree that they are not joint employers. Subcontractor shall not hold itself out, nor claim to be acting, as a servant, agent or employee of Contractor. Subcontractor is not authorized to, and shall not make or undertake, any agreement, understanding, waiver or representation on behalf of Contractor.

Section 18. Compliance with Law. (a) The Subcontractor further agrees, to the extent applicable, as regards (1) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment; (2) the hire, tenure or conditions of employment of employees and their hours of work and rates of and the payment of their wages, and (3) the keeping of records, making of reports, and the payment, collection, and/or deduction of Federal, State and local taxes and contributions, that it will keep and have available all necessary records and make all payments, reports, collections and deductions, and otherwise do any and all things so as to fully comply with all Federal, State and local laws, ordinances and regulations in regard to any and all said matters insofar as they are applicable to the Subcontractor's performance of this Subcontract, including, but not limited to, the Occupational Safety and Health Act of 1970, Mine Safety and Health Act, Environmental Protection Agency laws and regulations, the Immigration Reform and Control Act of 1986, Executive Order 11246 dated September 24, 1965 (30FR12319) (Equal Opportunity Clause) and the Prime Contract Work Hours and Safety Standards Act, to the extent applicable. Subcontractor agrees to promptly remedy any violation of any applicable law, code, ordinance or regulation, to the extent caused by Subcontractor, its agents or employees and shall defend and hold Contractor, Herzog, and Owner harmless from any penalty, fine or liability in connection therewith.

(b) Subcontractor hereby affirmatively states that it does not employ, hire for employment, or continue to employ any person who is unlawfully present and/or unauthorized to work in the United States in connection with the contracted services with Contractor. Subcontractor agrees to promptly (within 10

business days) provide to Contractor a sworn affidavit under penalty of perjury attesting to the fact that Subcontractor's employees are lawfully present in the United States. Failure to promptly provide the requested affidavit (within 10 days) will constitute a breach of this subcontract.

(c) Should Contractor, Herzog and/or Owner, or their respective employees or subsidiaries incur any liability, penalty, cost or expense, including legal expenses, in connection with Subcontractor's failure or alleged failure to comply with any United States federal or state immigration laws, Subcontractor agrees to indemnify and hold harmless Contractor, Herzog and/or Owner, or their respective employees or subsidiaries) for any such liability, penalty, cost or expense incurred, including reasonable attorneys' fees.

(d) The Subcontractor shall be responsible for the layout and survey required for performance of and for the safety of Subcontractor's Work and shall furnish and maintain all lights, signs, barricades, temporary passages and other necessary protection and precautions for that purpose.

(e) Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, or handicap. The aforesaid provision 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.

(f) Subcontractor represents and warrants that Subcontractor and each sub-subcontractor (if any) or employee of Subcontractor or sub-subcontractor (if any) retained for the purpose of accomplishing the Subcontractor's Work has or shall have prior to commencing the Subcontractor's Work all necessary licenses, permits and certifications required in order to accomplish the Subcontractor's Work in accordance with all applicable laws, rules, regulations and rulings, and shall comply with and give all notices required by applicable laws, ordinances, rules, regulations, and orders of public authorities. The provisions of the Equal Opportunity clauses at 41 C.F.R. §60-1.4(a), 41 C.F.R. §60-250.4 and 41 C.F.R. §60-741.5(a) are incorporated herein and made part hereof. Parties to this Agreement are governed by these regulations as the same may be amended.

(g) Compliance with Law/Safety: In the performance of the Work, Subcontractor shall, at its expense, comply strictly with, and shall include, without limitation, compliance with such laws, regulations, governmental orders, and official interpretations thereof, issued by local, state, and federal governmental authorities related to pandemics, epidemics, or similar public health emergencies, as such laws, regulations, orders and interpretations may be amended, supplemented, suspended or rescinded from time to time, those relating to the storage, use or disposal of hazardous wastes, substances or materials, and including the procurement and payment for all necessary permits, certificates and licenses required in connection with the Work. If Subcontractor receives notice of any violation by Subcontractor of any laws relating to Subcontractor's services provided hereunder, Subcontractor shall promptly notify Owner's Agent thereof. Subcontractor shall comply with all applicable laws relating to safety including without limitation the Occupational Safety and Health Act of 1970 as it may be amended, and all regulations and standards issued pursuant thereto. Subcontractor shall conform to the highest standards of safety practice and shall observe and comply with all policies, procedures, rules and regulations of Owner's Agent and of the building in which the Work is to be performed. If Subcontractor's employees, sub-subcontractors or other parties shall be performing work at Owner's site, as such policies, procedures, rules, and regulations may be amended, supplemented, suspended or rescinded by Owner's Agent (or Owner) from time to time, including, without limitation, health and safety policies, procedures, rules, or regulations related to pandemics, epidemics, or public health emergencies. All such policies and procedures may be accessed from the Station Maintenance Manager, and Subcontractor shall be responsible for reviewing all such policies in place from time to time. Subcontractor shall, in connection with this Agreement: (i) ensure that its employees, sub-subcontractors, and others acting under Subcontractor's direction or control adhere to the terms of this Agreement; and (ii) remain responsible for the acts and omissions of its employees, sub-subcontractors, and others acting under Subcontractor's direction or control.

(h) This is a prevailing wage project that must comply with the Davis-Bacon Act. Agreement/Subcontract amount includes Davis-Bacon Act prevailing wage rates applicable to Appendix 2 and Attachment A Scope of Work and to comply with Provision 17 of the RFP No. 16-010 CONFORMED provided by South Florida Regional Transportation Authority (SFRTA).

Section 19. Safety-Responsibility. Subcontractor assumes exclusive responsibility for protection of its personnel, materials, equipment, facilities and work. If Contractor shall maintain first aid service, Subcontractor shall bear its fair share of the cost thereof. Subcontractor agrees to abide by all applicable safety rules, practices and programs as established by Contractor, the Occupational Safety and Health Act of 1970, as amended, and all other applicable safety rules and regulations whether state, federal or local (collectively referred to as the "Act") and shall be exclusively liable for the safety of its employees and for any violation of the Act either as to the work of Subcontractor or its portion of any jobsite or affecting the agents, employees, subcontractors or representatives of Subcontractor.

Subcontractor acknowledges and agrees that its work areas and all places where its employees, agents, materials, supplies, equipment and facilities are at any time or shall be at any time are and shall be under its exclusive control and Subcontractor is and shall be solely responsible for the detection and abatement of any conditions not in compliance with the Act, and Contractor is and shall not be responsible therefore. Notwithstanding the above, if, in the sole opinion of Contractor's representative, the Subcontractor is conducting or performing any of Subcontractor's Work in an unsafe manner, the Contractor may direct that Subcontractor's Work be discontinued until the unsafe practices are corrected. Should the Subcontractor continue to prosecute Subcontractor's Work in an unsafe manner after three (3) days written notice and opportunity to cure same, then the Contractor may terminate this Subcontract for default and the Contractor shall have all the rights contained in Section 9 with regard to default and/or termination.

Section 20. Protection of Work. Subcontractor shall take all reasonable protection to prevent damage, injury or loss to all real or personal property of the Owner, Herzog and/or Contractor.

Section 21. Authority to Enter Into Subcontract. Each party hereto acknowledges that it is authorized to enter into this Subcontract, and that the person signing below is authorized to enter into this Subcontract on his or her behalf.

Section 22. Assignment. Subcontractor shall not assign any of its rights or obligations under this Subcontract without the prior written consent of the Contractor, which consent may be withheld in the sole and absolute discretion of the Contractor, and any attempt to do so shall be null and void and of no force or effect whatsoever. Notwithstanding the foregoing, Contractor may assign its interest in this Agreement to: (a) a successor by purchase, merger, consolidation or transfer of all or substantially all of its assets, or any then current affiliate, subsidiary or parent companies of it or its successor; or (b) to any party as is otherwise required under the Master Subcontract. If Contractor assigns this Agreement, any such transfer shall operate to release Contractor and Contractor Related Parties from liability under this Agreement from and after the effective date thereof. For purposes of this Subcontract, "Contractor Related Parties" means the Contractor, the Contractor's Agent and their respective direct or indirect principals, affiliates, officers, members, shareholders, trustees, agents and employees.

Section 23. Use of Contractor's Likeness. Subcontractor shall not in the course of performance of this Subcontract or thereafter use, or suffer or permit the use of, Contractor's name, likeness or the name of any Contractor Related Party, nor any picture of or reference to any property of Contractor or any Contractor Related Party, in any advertising, promotional or other materials prepared by or on behalf of Subcontractor, without Contractor's prior written consent.

Section 24. Limitation of Liability. No Contractor Related Party shall be personally liable for the performance of Contractor's obligations under this Subcontract. The liability of Contractor under this Subcontract shall be limited to the contract Service Fee, and Subcontractor shall not look to any of Contractor's assets for enforcement or satisfaction of any such obligation, nor shall Subcontractor seek recourse for such enforcement or satisfaction against any Contractor Related Party other than Contractor.

Section 25. Subcontractor. The Subcontractor shall not hire or use any sub-subcontractor without the prior written consent of the Contractor, which consent may be withheld in the sole and absolute discretion of the Contractor, and any attempt to do so shall be null and void and of no force or effect whatsoever.

Section 26. Specific Provisions Inserted. The attachment hereto of specific provisions of the Prime Contract between the Contractor and the Owner and of the Master Subcontract between the Contractor and Herzog is for the purpose of emphasis or to comply with applicable law or regulations and is not be

construed as an exclusion of other provisions of that Prime Contract or the Master Subcontract.

Section 27. Prior Understanding or Representation. The Contractor assumes no responsibility for any understanding or representations made by any of its officers or agents prior to the execution of this Subcontract, unless such understanding or representations by the Contractor are expressly stated in the Subcontract.

Section 28. Captions. The captions at the beginning of each Section of this Subcontract are for convenience only and are to be given no weight in construing the provisions of this Subcontract.

Section 29. Law to Govern. When this Subcontract is signed by the Contractor, it is to be deemed executed and delivered in the State of Florida and shall be governed and construed and interpreted in accordance with the laws of the State of Florida.

Section 30. Jurisdiction, Venue and Limitations. Should either Contractor or Subcontractor institute any suit or action for the enforcement of any of the obligations under this Subcontract, jurisdiction and venue of such suit or action shall be laid in the County of Broward and the State of Florida.

Section 31. Legal Fees. In the event of a dispute arising under this Subcontract, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

Section 32. Notices. All notices to be given in connection with this Subcontract shall be in writing and shall be effective when delivered to Contractor at its address set forth in this Subcontract. Date of delivery shall be, as applicable, (a) when delivered, if personally delivered, (b) forty-eight (48) hours after posting, if sent by certified mail, return receipt requested, postage prepaid, (c) the next business day after deposit with the courier company, if sent by overnight courier, and (d) on the day sent, if sent by facsimile transmission and written acknowledgement of such transmission is sent by the recipient to the sender prior to the close of the recipient's business day.

Section 33. Conditions Precedent. This Subcontract shall become binding on Contractor only after Subcontractor has executed this Agreement, furnished Contractor with the required Certificates of Insurance including the insurance policy declaration page(s) and all required endorsements, and any other documents or items specified in the Subcontract, Prime Contract and Master Subcontract, and the Subcontractor has been approved by the Owner, Herzog and any other party required so to do by the Prime Contract and Master Subcontract, and if any of them shall fail or refuse to approve the Subcontractor or if Subcontractor shall fail to produce any item hereinabove specified to be provided, then and in that event this Subcontract at the option of Contractor shall be null, void and of no force or effect and Contractor shall owe nothing further to Subcontractor.

Section 34. Entire Agreement. This writing constitutes the entire Agreement between the Contractor and the Subcontractor, and additions, deletions or modification of this Subcontract must be in writing and signed by both parties.

Section 35. Parties. The parties for themselves, their heirs, successors, personal representatives, and assigns do hereby agree to the full performance of the covenants herein.

Section 36. No Presumption Against Drafter. Counsel being available to both parties, the rule that a document shall be construed most strictly to the drafter shall not apply to this Subcontract.

Section 37. Confidential Information. To the maximum extent permitted by law, Subcontractor agrees that if Subcontractor receives information or documents which Contractor or Herzog reasonably regards as confidential or proprietary, then Subcontractor shall hold such information or documents in strict confidence and shall not use, disclose or duplicate such information or documents during the project and for three (3) years after. Unless required by law, the Subcontractor will not disclose, publish or otherwise reveal any of the

Confidential Information to any other party without the express, written authorization of the Contractor. In the event that the Subcontractor is obligated to disclose Confidential Information as required by law, the Subcontractor will first assert any applicable exceptions and/or defenses to such disclosure as may be reasonably available to it (without legal cost) and will notify the Contractor of the request for disclosure within five (5) days of the receipt of the request. The Subcontractor shall cooperate, at no legal cost, with the Contractor to prevent or minimize, to the extent lawful, such disclosure.

Section 38. Invalidity or Unenforceability. The invalidity or unenforceability of any provision of this Subcontract shall in no way affect the validity or enforceability of any other portion or provision of this Subcontract. The parties agree to amend this Subcontract to replace any invalid or unenforceable provision with a valid or enforceable provision that comes as close as possible to the intent of the invalid or unenforceable provision.

Section 39. Severability and Savings Clause. Whenever possible, each provision of this Subcontract shall be interpreted in such a manner to be effective and valid under applicable law, but if any provisions of this Subcontract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provisions of this Subcontract. If any void or invalid provision cannot be construed by utilizing the Savings Clause contained in this Subcontract to render it enforceable, then any void or invalid provision shall be deemed severed from this Subcontract and the balance of this Subcontract shall be construed and enforced as if this Subcontract did not contain the particular portion or provision held to be void or invalid.

Section 40. Waiver of Consequential Damages. To the fullest extent permitted by law, neither party hereto shall be liable to the other party for any consequential damages resulting in any way from the performance of Subcontractor's obligations under the Subcontract Documents.

Section 41. Additional Provisions. (Attach additional pages if necessary.)

A. This Subcontract Agreement is contingent upon the award and execution of the Prime Contract between the Owner and Herzog. Contractor shall have no obligations or responsibilities of any nature to the Subcontractor until such Prime Contract is fully executed by the Owner and Herzog.

B. **Notices.** All notices under this Subcontract shall be addressed to the parties at the addresses and fax numbers set forth herein, may be given by facsimile, nationally recognized overnight courier, or by registered mail, return receipt requested, and shall be considered as delivered when postmarked, if dispatched by registered mail, or when received, if by overnight courier, or when transmission is made and confirmed by transmission report in all other cases.

C. Subcontractor's employees shall wear all required personal protective equipment, including, but not limited to, as applicable: hard hats, safety glasses, proper safety shoes, safety vests, etc.

D. Exhibit A – Insurance Certificates

Exhibit B – Performance Standards

Exhibit C – Subcontractor's Umbrella/Excess Liability Insurance Limits

Exhibit D – Subcontractor's Work

Exhibit E – Payment Schedule

Attachment A – Required Prime Contract Provisions is attached and incorporated by reference and such provisions are hereby binding upon Subcontractor. Subcontractor further agrees to require any permitted sub-subcontractor to be bound to such provisions and disclosure requirements as set forth therein.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract by their proper officers or duly authorized agents.

**Stiles Corporation d/b/a
Stiles Property Management
201 East Las Olas Blvd, Suite 1200
Fort Lauderdale, FL 33301**

BY: _____

BY: _____

Its: Station Maintenance Manager _____
Contractor

Its: _____
Subcontractor

License #: _____

Exhibit A

Insurance Certificates

Exhibit B

Performance Standards

Milestones: _____

Substantial Completion Date: _____

Proposed Length of Project: _____

Exhibit C

Subcontractor's Umbrella/Excess Liability Insurance Limits

- ☐ Level One
Umbrella/Excess Liability - \$1,000,000 per occurrence/\$1,000,000 General Aggregate

- ☐ Level Two
Umbrella/Excess Liability - \$2,000,000 per occurrence/\$2,000,000 General Aggregate

- ☐ Level Three
Umbrella/Excess Liability - \$3,000,000 per occurrence/\$3,000,000 General Aggregate

- ☐ Level Four
Umbrella/Excess Liability - \$4,000,000 per occurrence/\$4,000,000 General Aggregate

Exhibit D

Subcontractor's Work

[TO BE ATTACHED]

Exhibit E

Payment Schedule

Attachment A

Required Prime Contract Provisions



P.O. Box 518
St. Joseph, MO 64502
Phone: (816) 233-9002
Fax: (816) 233-7757

April 17, 2017

Stiles Corporation
301 E Las Olas Blvd.
Fort Lauderdale, FL 33301

RE: Operating Services for SFRTA

Subject: Required Subcontract Clauses – Attachment A

Dear Sir or Madam:

The Prime Contract documents including all exhibits, drawings, specifications (general and special) and documents as confirmed by the Owner (including but not limited to the enclosed) are all incorporated and made a part of your Subcontract Agreement #002 as Attachment A and the Subcontractor agrees to be bound to Herzog Transit Services, Inc. and the Owner by the terms and provisions thereof. Similarly, Subcontractor shall require its sub-subcontractors to disclose similar provisions in its subcontractor agreements.

- Federal Clauses 16-010 (attached)
- Disadvantaged Business Enterprise (DBE) Program (attached)
- Exhibit 6 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (attached)
- Exhibit 7 – Certification Regarding Lobbying (attached)
- Article 2.34 – E-Verify Requirements (attached)
- Exhibit 11 – Employment Eligibility Verification (attached)
- Article 3.0 – Labor Relations and Employment (attached)
- Article 10.0 – Subcontractors (attached)

This "Attachment A" cover letter has been prepared in duplicate and both copies should be signed by an authorized officer of your company. One copy is to be retained by your company and one copy returned with your executed subcontract.

Sincerely,
HERZOG TRANSIT SERVICES, INC.

A handwritten signature in blue ink, appearing to read "Trevor Sego", is written over the printed name.

Trevor Sego
Contract Administrator

Enclosures

Subcontractor: _____

Signature: _____

Title: _____

Date: _____

Cc: Ros T.
Doug W.

FEDERAL CLAUSES

16-005010

MARKED CLAUSES ARE APPLICABLE TO THIS PROCUREMENT

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X 2	FALSE OR FRAUDULENT STATEMENTS OR CLAIMS - CIVIL AND CRIMINAL FRAUD	1
X 3	ACCESS TO THIRD PARTY CONTRACT RECORDS.....	1
X 4	CHANGES TO FEDERAL REQUIREMENTS	2
X 5	CIVIL RIGHTS (TITLE VI, ADA, EEO)	2
X 6	DISADVANTAGED BUSINESS ENTERPRISES (DBE)s.....	3
X 7	INCORPORATION OF FTA TERMS	4
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Provisions 1 through 7 apply to ALL CONTRACTS

1 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

A. SFRTA 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 SFRTA, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

B. 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.

2 FALSE OR FRAUDULENT STATEMENTS OR CLAIMS - CIVIL AND CRIMINAL FRAUD

A. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution or performance of the underlying Contract, 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, 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 Contractor to the extent the Federal Government deems appropriate.

B. 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 Contractor, to the extent the Federal Government deems appropriate.

C. 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.

3 ACCESS TO THIRD PARTY CONTRACT RECORDS

A. For a period of three years following Contract closing, the Contractor shall maintain, preserve and make available to SFRTA, the FTA Administrator, the Comptroller General of the United States, and any of their authorized representatives, access at all reasonable times to any books, documents, papers

and records of Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17, to provide the FTA Administrator or his or her authorized representatives, including any project management oversight contractor, access to Contractor's records and 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.

B. The Contractor shall maintain and SFRTA shall have the right to examine and audit all records and other evidence sufficient to reflect properly all prices, costs or rates negotiated and invoiced in performance of this Contract. This right of examination shall include inspection at all reasonable times of the Contractor's offices engaged in performing the Contract.

C. If this Contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement. The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this Contract until such appeals, litigation, or claims are finally resolved.

D. "Access to Records and Reports" applies with equal force and effect to any subcontractors hired by the Contractor to perform Work under this Contract. The Contractor shall insert this provision in all subcontracts under this Contract and require subcontractor compliance therewith.

4 CHANGES TO FEDERAL REQUIREMENTS

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 current Master Agreement between SFRTA 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. Contractor may contact either SFRTA or FTA for a copy of the current FTA Master Agreement.

5 CIVIL RIGHTS (TITLE VI, ADA, EEO)

The following requirements apply to the underlying Contract:

A. 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, 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, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity -- The following equal employment opportunity requirements apply to the underlying Contract:

1. 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, 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 CFR 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 activities undertaken in the course of this Contract. 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, Contractor agrees to comply with any implementing requirements FTA may issue.

2. 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, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities- In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

C. 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.

6 DISADVANTAGED BUSINESS ENTERPRISES (DBE)s

A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises (DBEs) In Department of Transportation Financial Assistance Programs. The national goal for participation of DBEs is 10%.

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 SFRTA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

C. 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 SFRTA. In addition, the Contractor shall return any retainage payments to subcontractors within 30 days after incremental acceptance of the subcontractor's Work by SFRTA and Contractor's receipt of the partial retainage payment related to the subcontractor's Work.

D. The Contractor must promptly notify SFRTA, 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 SFRTA.

E. SFRTA sets an annual overall goal for the participation of disadvantaged business enterprises. This Contract contains a minimum level of DBE participation, and is awarded in reliance upon the Contractor's representations that it can attain such DBE participation levels in addition to all other of Contractor's representations, certifications and submittals as required by this Contract.

The Contractor shall cooperate with SFRTA with regard to maximum utilization of DBEs and will use its best efforts to insure that DBEs shall have the maximum practicable opportunity to compete for subcontract work under this Contract. The Contractor shall assist SFRTA in verifying compliance with the DBE requirements of this Contract, if any, by submitting status reports itemizing payments to all DBE subcontractors with each monthly request for payment. Upon Contract completion, the Contractor shall submit a summary of payments, by subcontract, made to all subcontractors to SFRTA's Administrative Compliance Officer.

7 INCORPORATION OF FTA TERMS

The provisions of this Contract include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as may be amended, 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. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any SFRTA requests which would cause SFRTA to be in violation of the FTA terms and conditions. The incorporation of FTA terms has unlimited flow down.

Provision 8 applies to AWARDS EXCEEDING \$10,000

8 TERMINATION

Refer to SFRTA's General Terms and Conditions

Provision 9 applies to AWARDS EXCEEDING \$25,000

9 DEBARMENT AND SUSPENSION

- A. If this Contract is valued at \$25,000 or greater, it is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of 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.
- B. 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.
- C. By accepting this Contract, Contractor is certifying as follows:
1. The certification in this clause is a material representation of fact relied upon by SFRTA. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to SFRTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract.
 2. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Provisions 10 through 11 apply to AWARDS EXCEEDING THE SIMPLIFIED ACQUISITION THRESHOLD
(\$100,000)

10 BUY AMERICA

(for Rolling Stock, Construction and Materials/Supplies)

The Buy America requirements apply to all contracts for construction, the acquisition of goods, or the acquisition of rolling stock that are valued at more than \$100,000.

The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR 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 CFR 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 USC 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. The Contractor shall be responsible for ensuring that lower tier contractors and subcontractors are in compliance with these requirements.

11 RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION
Refer to SFRTA's General Terms and Conditions

Provisions 12 through 14 apply to AWARDS EXCEEDING \$100,000 BY STATUTE

12 LOBBYING

Contractors and all subcontractors 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 use 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 SFRTA. Contractor should contact SFRTA for the appropriate certification or retrieve a copy from the FTA Best Practices Manual at <http://www.fta.dot.gov/library/admin/BPPM/>.

13 CLEAN AIR

A. 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. Contractor agrees to report each violation to SFRTA and understands and agrees that SFRTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. 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.

14 CLEAN WATER

A. 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. Contractor agrees to report each violation to SFRTA and understands and agrees that SFRTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. 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.

Provisions 15 and 16 apply for the TRANSPORT OF PROPERTY OR PERSONS

15 CARGO PREFERENCE
(Rolling Stock, Construction and Materials/Supplies)

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

The Contractor agrees:

1. 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;
2. 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 loading 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 SFRTA (through the Contractor in the case of a subcontractor's bill-of-lading);
3. 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.

16 FLY AMERICA

In the performance of Contracts that utilize FTA participation in the cost of international air transportation, 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 C.F.R. Part 301-10, which provide that recipients and subrecipients 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. 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. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Provisions 17 through 21 apply to CONSTRUCTION ACTIVITIES

FTA 17 CONSTRUCTION EMPLOYEE PROTECTIONS -- DAVIS-BACON ACT

(Awards that exceed \$2,000)

(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 therefore only when the following criteria have been met:

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will

approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination 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 SFRTA 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 SFRTA 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 SFRTA 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 "Anti-Kickback" Act requirements - The contractor shall comply with the requirements of Section 1 of the Act, as amended, 18 U.S.C. § 874; Section 2 of the Act, as amended, 18 U.S.C. § 3145; and U.S. DOL regulations "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 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.

**18 CONSTRUCTION EMPLOYEE PROTECTIONS – CONTRACT WORK HOURS & SAFETY STANDARDS
ACT
(for construction contracts that exceed \$100,000)**

(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 therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty 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 SFRTA 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.

19 CONSTRUCTION EMPLOYEE PROTECTIONS – COPELAND ANTI-KICKBACK ACT

Compliance with Copeland "Anti-Kickback" Act ("Act") requirements - The contractor shall comply with the following requirements:

- (a) Section 1 of the Act, as amended, 18 U.S.C. § 874, applies to all Contracts:
 - (i) Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both;
- (b) Section 2 of the Act, as amended, 18 U.S.C. § 3145, applies to construction and repair Contracts exceeding \$2,000:
 - (i) In General.—The Secretary of Labor shall prescribe reasonable regulations for contractors and subcontractors engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government. The regulations shall include a provision that each contractor and subcontractor each week must furnish a statement on the wages paid each employee during the prior week.
 - (ii) Application.— The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001; and
- (c) U.S. DOL regulations "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 CFR Part 3, which are incorporated by reference in this contract.
- (d) For additional requirements of the Act not specified in this Article, see preceding Article FTA 17 – Construction Employee Protections – Davis Bacon Act.

20 BONDING FOR CONSTRUCTION ACTIVITIES EXCEEDING \$100,000 Bid Bond Requirements (Construction)

Refer to SFRTA's General Terms and Conditions

21 SEISMIC SAFETY

If this Contract for professional services involves the design of a new building or addition to an existing building, the Contractor agrees that any such new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Provision 22 applies to NONCONSTRUCTION ACTIVITIES

22 NONCONSTRUCTION EMPLOYEE PROTECTION – CONTRACT WORK HOURS & SAFETY STANDARDS ACT

(for all turnkey, rolling stock and operational contracts (except transportation services contracts and open market contracts) exceeding \$100,000.)

The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provision Applicable to Nonconstruction Contracts Subject to the Contract Work hours and Safety Standards Act)," 29 CFR Part 5.

Provisions 23 through 27 apply to TRANSIT OPERATIONS

23 TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

Public Transportation Employee Protective Arrangements. If the Grant Agreement or Cooperative Agreement for the Project Indicates that public transportation employee protective arrangements required by U.S. DOL apply to public transportation operations performed in connection with the Project, the Recipient agrees to comply with the applicable requirements for its Project as follows:

(1) Standard Public Transportation Employee Protective Arrangements. To the extent that the Project involves public transportation operations and as required by Federal law, the Recipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), and with the U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215 and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees to implement the Project in accordance with the conditions stated in

that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The requirements of this Subsection 24.d(1) of this Master Agreement do not apply to Projects for elderly individuals or individuals with disabilities that are authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of SAFETEA-LU, or to Projects for nonurbanized areas authorized by 49 U.S.C. § 5311; separate requirements for those Projects are contained in Subsections 24.d(2) and (3), respectively, of this Master Agreement.

(2) Public Transportation Employee Protective Arrangements for Elderly Individuals and Individuals with Disabilities for the Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program. To the extent that the U.S. Secretary of Transportation has determined or determines in the future that employee protective arrangements required by 49 U.S.C. § 5333(b) are necessary or appropriate for a governmental authority sub recipient participating a Project authorized by 49 U.S.C.

§ 5310(b)(2) or subsection 3012(b) of SAFETEA-LU, 49 U.S.C. § 5310 note, the Recipient agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor necessary to comply with the requirements of 49 U.S.C. § 5333(b), and the U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement. The Recipient agrees to implement the Project in compliance with the conditions stated in that U.S. DOL certification. That U.S. DOL certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement.

(3) Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas Authorized by 49 U.S.C. § 5311. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, U.S. DOL implementing procedures, and any revisions thereto.

24 CHARTER BUS OPERATIONS

The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142 will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any subsequent Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement required by FTA regulations is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Contractor understands and agrees that in addition to any remedy specified in the charter service agreement, if a pattern of violations of that agreement is found, the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

25 SCHOOL BUS OPERATIONS

The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53, or under 23 U.S.C. §§ 133 or 142 will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any subsequent School Transportation Operations regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any school transportation operations agreement required by FTA regulations is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Contractor understands and agrees that if it or an operator violates that school transportation operations agreement, the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

26 DRUG USE AND TESTING

The Contractor agrees to establish and implement a drug testing program that complies with 49 CFR Part 40 Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, or the SFRTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 40 and 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 40 and 655 before December 31st of every year and to submit the Management Information System (MIS) reports no later than February 15th of every year to the SFRTA. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

27 ALCOHOL MISUSE AND TESTING

The Contractor agrees to establish and implement an alcohol testing program that complies with 49 CFR Part 40 Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or the Regional Transportation District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 40 and 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 40 and 655 before December 31st of every year and to submit the Management Information System (MIS) reports no later than February 15th of every year to the SFRTA. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Provision 28 applies to PLANNING, RESEARCH, DEVELOPMENT, AND DEMONSTRATION PROJECTS

28 PATENT AND RIGHTS IN DATA
Refer to SFRTA's General Terms and Conditions

Provision 30 applies ONLY to States and Organizations that are being funded directly by the State with FTA grant funds.

29 SPECIAL NOTIFICATION REQUIREMENT FOR STATES

(Per FTA guidance dated July 2011: "The notification requirements concerning federal assistance apply only to States and those organizations that are being funded directly by the State with FTA grant funds. This would include sub-grantees, lessees, or third party contractors of the State. Government agencies that are not part of the State government who are receiving FTA grant funds directly from FTA do not have to comply with the special notification requirements for States." Therefore this clause does not apply to SFRTA Contracts.)

The Federal Transit Administration ("FTA") is the Federal agency that is providing the Federal assistance for this Contract. The Catalog of Federal Domestic Assistance Number is , for the amount of \$__ .

MISCELLANEOUS SPECIAL REQUIREMENTS

30 ENERGY CONSERVATION
(applies to all contracts)

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan, if any, issued in compliance with the Energy Policy and Conservation Act.

31 RECYCLED PRODUCTS
(Contracts when procuring \$10,000 or more per year of items designated by EPA)

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.

32 CONFORMANCE WITH NATIONAL ITS ARCHITECTURE
(Contracts and solicitations for ITS projects)

National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA

National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

33 ADA ACCESS

(Contracts for rolling stock or facilities construction/renovation)

A. SFRTA must comply with: 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities; all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act of 1990 (ADA), as amended; 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.

B. All deliverable items provided by the Contractor for SFRTA under this Contract shall comply with the above-referenced laws as well as all other applicable federal, state and local regulations and directives and any subsequent amendments thereto.

Provisions 34 through 36 apply to ROLLING STOCK PROCUREMENTS

34 BUS TESTING

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's Implementing regulation at 49 CFR Part 665 and shall perform the following

1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.

2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

35 PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

36 TVM CERTIFICATION

The Transit Vehicle Manufacturer (TVM) shall provide SFRTA with a certificate that complies with 49 CFR Part 26.49 stating that the TVM has complied with FTA's DBE requirements. The TVM shall also provide SFRTA with the most current letter from the FTA approving the TVM's DBE goal/methodology and eligibility to participate in the FTA DBE program as a TVM in accordance with 49 CFR Part 26.49. If the FTA has not yet approved the DBE Goal, the TVM shall make a certification to that effect as required by 49 CFR Part 26.49 and in addition submit to SFRTA a copy of the documents submitted to FTA for approval. These documents shall be submitted with the solicitation response or the TVM's submittal may be deemed non-responsive.

Disadvantaged Business Enterprise (DBE) Program

It is the policy of the South Florida Regional Transportation Authority (SFRTA) that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts. SFRTA will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

SFRTA has an overall Agency DBE participation goal of 9% which Contractors are encouraged to meet. SFRTA has not established a goal for this specific procurement, however, Contractors are encouraged to take all necessary and reasonable steps to ensure that DBE's have the maximum opportunity to compete for and perform services on contracts, including participation in any subsequent supplemental contracts. If the Contractors intend to subcontract a portion of the services on the project, Contractor are encouraged to seek out and consider DBE's as potential subcontractors, by soliciting their interest, capability, and qualifications.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
- LOWER TIER COVERED TRANSACTIONS -**

1. By signing and submitting this certification with the bid or proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, SFRTA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this bid or proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "persons", "principal", "proposal" and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the person to which this bid or proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid or proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this bid or proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction -" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and in all subcontracts.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Exhibit 6

9. Except for transaction authorized under paragraph 5 of these instruction, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the SFRTA may pursue available remedies, including suspension and/or debarment.

State of _____ County of _____

I, _____, hereby attest and swear that I am

_____ of _____ and the
(Title) (Firm)

named firm is submitting the attached bid/proposal for the project(s) identified as follows:
SFRTA RFP NUMBER 16-010, for THE SFRTA OPERATING SERVICES CONTRACT.

I further hereby certify that:

1) I am either an officer, director, owner, partner, key employee, or other person within the prospective lower tier participant with primary management or supervisory responsibilities;

2) To the best of my knowledge and belief, the prospective lower tier participant and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid/proposal.

Exceptions:

Any exception list above will not necessarily result in denial of participation in this covered transaction. For any exception noted, indicate to whom it applies, initiating agency, and dates of agency action. The explanation will be considered in connection with SFRTA's determination whether to enter into this transaction.

Sworn to and subscribed before me this _____ day of _____, _____
affiant

Notary

My commission expires

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Firm] 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.

(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. 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.

Signature of Firm's Authorized Official

Name and Title of Firm's Authorized Official

Date

2.32 VARIANCES IN TERMS AND CONDITIONS

Where there appears to be variances or conflicts between provisions in the Contract Documents , interpretation of the Contract Documents shall be governed by the following order of precedence::

- Addenda
- Technical Specifications
- RFP Requirements/Instructions
- Special Terms and Conditions
- General Terms and Conditions

2.33 MISCELLANEOUS

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

There are no understandings or agreements except as herein expressly stated.

Failure to capitalize any defined term in the Contract Documents shall not change the meaning of the defined term when used in the Contract Documents.

2.34 E-VERIFY

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the Contract Documents Term to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform Work pursuant to the Contract Documents.

All contracts between the Contractor and a subcontractor shall require the subcontractor to disclose similar provisions in its subcontractor agreements. Such Contractor and subcontractors shall be required to certify as to the truth of this provision or to disclose circumstances to the contrary.

2.35 CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that boycott Israel List, and that it does not have business operations in Cuba or Syria as provided in Fla. Stat. §287.135, as may be amended or revised. The Authority may terminate the Contract Documents at the Authorities option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Fla. Stat. §287.135, as may be amended or revised, or been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba, Syria,

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
(S.F.R.T.A.)
COMPLIANCE WITH THE U.S. DEPARTMENT OF HOMELAND SECURITY
U.S. CITIZENSHIP AND IMMIGRATION SERVICES
EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to: South Florida Regional Transportation Authority.

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(if the entity has no FEIN, include Social Security Number of the individual signing this sworn statement:

_____.)

I, being duly first sworn state:

That the above name firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provisions or programs and services, transportation, communication, access to facilities, renovations, and new construction.

E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
(S.F.R.T.A.)
COMPLIANCE WITH THE U.S. DEPARTMENT OF HOMELAND SECURITY
U.S. CITIZENSHIP AND IMMIGRATION SERVICES
EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

(Signature)

Sworn to and subscribe before me this _____ day of _____, 20____

Personally known _____

or produced identification:

Notary Public, State of _____

My Commission Expires _____

(Type of Identification)

(Printed, typed or stamped
commissioned name of
Notary Public)