



To: Honorable Mayor and Village Council Date: September 12, 2016
 From: Edward Silva, Village Manager *Del* Re: Purchase of Two (2) 2016 Starcraft
FOR Ford E-450 21 Passenger Buses

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; RELATING TO CONTRACTS; APPROVING THE SELECTION OF CREATIVE BUS SALES, INC., FOR THE PURCHASE OF TWO 2016 STARCRAFT FORD E-450 CHASSIS 21 PASSENGER BUSES WITH ACCESSORIES PURSUANT TO ITB NO. 1516-11-002 IN AN AMOUNT NOT TO EXCEED \$119,712.00; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE RELATED AGREEMENT AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration)

BACKGROUND AND ANALYSIS:

As part of the Peoples Transportation Plan (PTP) and supported by the Citizen Independent Transportation Trust (CITT), the Public Services Department implemented its transit operation in 2006 to supplement the transit services provided for by Miami Dade Transit. Transit is a key issue because alternatives need to be provided as roadway capacity within the Village continues to diminish. The Village provides free community shuttle service to residents and visitors five days per week with one bus operating a split route (Route A and Route B). Today, the Village owns three shuttle buses. Administration recommends the purchase of two new shuttle buses to replace two of the Village's existing shuttle buses. The two shuttle buses (#3973 and #3974) are 10 years old and are frequently in the shop for repairs, costing the Village thousands in repairs annually and inconveniencing passengers. The immediate reconfiguration of existing services with the purchase of new reliable transit equipment and marketing will result in a more reliable transit operation, fewer vehicles on the roadways and increased ridership.

Below is a chart of the expenses incurred in Fiscal Years 2011, 2012, 2013, 2014, 2015, and 2016:

Vehicle Type/ Mileage	Year	FY 2011	FY 2012	FY 2013	FY 2014	FY2015	FY2016	Total
Ford-E-450 (3973)/142,554	2006	\$4,386	\$1,050	\$5,858	\$5,432	\$13,358	\$12,029	\$42,113
Ford-E-450 (3974)/ 109,866	2006	\$6,471	\$27,331	\$3,362	\$8,038	\$4,883	\$2,818	\$52,903

A detailed log of the maintenance and repairs costs associated with the existing shuttles is attached hereto as Exhibit A.

The Public Services Department recommends the purchase of a new shuttle buses, designed to our specifications to replace the villages existing shuttle buses ending in VIN #3973 and #3974. The proposed buses will seat sixteen passengers, plus two (2) wheelchair stations for our wheelchair passengers, and equipped with a wheelchair lift to meet ADA regulations as well as four foldaway seats for a potential total capacity of 21 passengers. A competitive bid process was followed for the procurement of a 21 passenger Paratransit Shuttle Bus with the issuance of Invitation to Bid No. 1516-11-002. The bid was advertised on March 16, 2016 and the bids were received and opened and read aloud at a public meeting on April 8, 2016, with a total of five contractors submitting a bid.

<u>Proposer</u>	<u>Total Cost / Bus</u>
1. Atlantic Bus Sales-	\$ 61,850.00
2. William Lehman Leasing	\$ 69,900.00 with \$ 2,200.00 Govt. Rebate
3. Creative Bus Sales	\$ 59,856.00
4. Get Away Bus, LLC.	\$ 58,936.00
5. FL Transportation System	\$ 60,123.00

Village Administration reviewed the bid packages and summarized the submittals based on pricing, completeness, experience and references. After a thorough review of the bid documents provided by all five ITB responders, it was determined that Creative Bus Sales the 2nd lowest bidder, provided the Village with the most responsive, responsible bid whereas; the specifications are consistent with the scope of work detailed in the ITB solicitation and proposal is in the best interest of the Village. A copy of the bid submittal provided by Creative Bus Sales is attached as Exhibit B.

The cost associated with operating the Village's circulator system is estimated at approximately \$141,000 per year. The twenty percent of the receipts generated by the People's Transportation Plan (PTP) fund the operational cost of the Village's Transit Circulator System. The revenue from the twenty percent portion of the PTP funds on an annual basis is approximately \$175,000. The total cost of the two new shuttle buses is \$119,712.00, which is inclusive of the attached list of manufacturer published options, attached hereto as Exhibit B. The old and non-working shuttle buses will be disposed via auction on GovDeals.com or used as back-up shuttle buses for special events as directed by the Village Manager.

The Village desires to purchase two 2016 Starcraft 21 Passenger buses with Ford E-450 Chasis Gas Engine Transit Buses from Creative Bus Sales Inc., the company that met the specifications as detailed in ITB# 1516-11-002. The selection committee recommends the selection of Creative Bus Sales, Inc. as they provided the Village with the most responsible, responsive bid for the purchase of the two 21 passenger buses.

FISCAL/BUDGETARY IMPACT:

Funding for this purchase is provided in the 2015-2016 Capital Improvement Budget. The Village has funding available and budgeted for this item under "Special Revenue Funds – CITT 20% Transit Half Cent Tax in an amount not exceed \$119,712. The approval of this project leaves an unexpended balance of \$72,004 for the purchase of a third bus in Fiscal Year 2016-17.

RECOMMENDATION

It is recommended that the Village Council approve this Resolution, further authorizing the Village Manager to issue a purchase order for two 2016 Starcraft 21 Passenger transit buses with Ford E-450 Chasis Gas Engines from Creative Bus Sales Inc., to ensure reliable service to our customers.

Attachments:

- Exhibit A – IBus Maintenance/Repair Log for Vin No. 3973 and 3974
- Exhibit B - Bid submittal provided by Creative Bus Sales, Inc.

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RESOLUTION NO. 2016-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE SELECTION OF CREATIVE BUS SALES, INC. FOR THE PURCHASE OF TWO 2016 STARCRAFT FORD E-450 CHASSIS 21 PASSENGER BUSES WITH ACCESSORIES FROM CREATIVE BUS SALES, INC. PURSUANT TO ITB 1516-11-002 IN AN AMOUNT NOT TO EXCEED \$119,712.00; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE RELATED AGREEMENT AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration)

WHEREAS, the Village provides free community shuttle service to residents and visitors five days per week with one bus operating a split route (Route A and Route B). At present, the Village owns three shuttle buses; and

WHEREAS, two shuttle buses (#3973 and #3974) are 10 years old and are frequently in the shop for repairs, costing the Village thousands in repairs annually and inconveniencing passengers; and

WHEREAS, Resolution No. 2016-54 relating to the IBUS Comprehensive Operational Analysis (COA) Final Report was approved by Village Council at the July 11, 2016 Regular Council Meeting; and

WHEREAS, the first step in implementation of the recommendations detailed in the COA report requires immediate reconfiguration of existing services with the purchase of two buses; and

WHEREAS, a competitive bid process was followed for the procurement of a 21 passenger Paratransit Shuttle Bus with the issuance of Invitation to Bid No. 1516-11-002; and

WHEREAS, Village Administration reviewed the bid packages and determined that Creative Bus Sales the 2nd lowest bidder, provided the Village with the most responsive, responsible bid

WHEREAS, the specifications provided by Create Bus Sales are consistent with the scope of work detailed in the ITB solicitation that is in the best interest of the Village; and

WHEREAS, each vehicle cost \$59,856.00 and the total cost of two new shuttle buses is One Hundred Nineteen Thousand Dollars Seven Hundred and Twelve Dollars (\$119,712.00) inclusive of manufacturer published options; and

WHEREAS, the Village desires to purchase two 2016 Starcraft 21 Passenger buses with Ford E-450 Chassis Gas Engine from Creative Bus Sales Inc., the company that met the specifications as detailed in ITB #1516-11-002; and

1 **WHEREAS**, the purchase of the vehicles for the Public Services Department will not
2 have an impact on General Revenue funding as the vehicles will be purchased with revenues
3 from the Village's portion of the CITT 20% Transit Half Cent Tax.
4

5 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**
6 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**
7

8 **Section 1.** The Village Manager is authorized to issue a purchase order for two
9 2016 Starcraft 21 Passenger buses with Ford E-450 Chasis Gas Engine from Creative Bus Sales
10 Inc., in FY 15-16 in an amount not to exceed \$119,712 pursuant to the ITB #1516-11-002. A
11 copy of Creative Bus Sales Inc. bid proposal is attached.
12

13 **Section 2.** This Resolution shall become effective immediately.
14

15
16 **PASSED AND ADOPTED** this ____ day of September, 2016.
17

18
19 Attest:

20 _____
21 Missy Arocha
22 Village Clerk
23

Eugene Flinn
Mayor
24

25 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
26 AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:
27

28
29 _____
30 Dexter W. Lehtinen
31 Village Attorney
32

33 FINAL VOTE AT ADOPTION:
34

35 Council Member Karyn Cunningham _____
36

37 Council Member Tim Schaffer _____
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39 Council Member Larissa Siegel Lara _____
40

41 Vice-Mayor John DuBois _____
42

43 Mayor Eugene Flinn _____
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**IBus Maintenance and/or Repair
2006-Ford-E450 Vin No. 3973**

Date	Maintenance and/or Repair	Invoice #	Total
5/23/2011	Repair lift/ vehicle inspection	20741	\$135.00
8/15/2011	2 Tires/Mount Tires/Wheel Balance/Rotation	20920	\$350.17
9/8/2011	Repair engine short	134738	\$668.30
11/2/2011	2 batteries replaced	51896	\$342.08
11/8/2011	Water Pump, Compressor HVAC, Receiver Dryer	21296	\$1,625.00
12/9/2011	Replace both cylinder head gasket	20921	\$1,265.21
12/4/2012	power steering pump assembly/transmission fluid/ inspection/power steering flush	67304	\$1,049.54
2/5/2013	tension pulley/v-belt/towing	71344	\$794.56
3/27/2013	oil change/wheel balance/alignment/4 tires	01-194875	\$846.96
7/8/2013	repair front a/c	01-196630	\$330.63
9/19/2013	A/C repair	01-197479	\$986.15
12/10/2013	towing and diagnostic	01-198444	\$370.50
12/20/2013	Rebuild transmission plus towin	58746	\$2,529.00
1/28/2014	Dualie wheel simulator	5432327	\$139.99
2/4/2014	Labor diagnosis, and repair. Air Filter, oil filter, oil 15w40, fuel filter housing gasket	01-200102	\$312.30
3/18/2014	Towing, parts crank shaft, labor and diagnosis and repair, fuel pump, icp bender, fuel pres oil	01-201182	\$1,113.28
3/25/2014	coolant leak, check brakes, check a/c check all psi and lights, parts radiator coolant reservoir, shop supplies	01-200759	\$345.80
7/31/2014	Alternator repair	01-203349	\$820.17
7/31/2014	Head gasket repair, oil pump, crank sensor	01-202975	\$2,495.00
8/19/2014	repair of A/C fan blower	01-202635	\$147.07
9/17/2014	Electrical master switch replacement	83270	\$58.69
1/8/2015	Coolant Fan Relay	863585	\$17.86
1/21/2015	1 qt ATF Mercon V	867366	\$6.29
1/22/2015	Towing and Transmission Leak Diagnostic	01-206012	\$301.60
2/12/2015	Valve Gasket Set; MAP Sensor; Reman Diesel Injector; Oil Engine	44050	\$3,011.74
3/17/2015	Radiator Hose/ Coolant Recovery Tank/ Anti-Freezer/ Heater Bypass Hose/ Freon	44687	\$1,046.34
3/26/2015	Repair exposed crankshaft wire exposed causing a short; Replace Recycle Switch	44847	\$623.22
3/27/2015	Injection Control Pressure Sensor R&R	44931	\$198.63
4/16/2015	Steering Gear and Hose; Replace Stabilizer Shock; Dual Wheel Alignment; Resurface Rotors with bearing type HUB; Brake Flush; Brake Shoes or Pads; Replace Battery/Check Electrical System;	45041	\$2,909.49
4/28/2015	Inner Tie Rod Repalcement	44986	\$158.50
5/5/2015	Towing Fee	45444	\$474.53
5/22/2015	Caliper R&R; Evacuate and Recharge AC System; Perform Dye and Leak Test	5698	\$80.00
6/26/2015	Repair of Vacuum Hose that came off of Turbo	6020	\$1,500.70
7/27/2015	Repair of front and rear A/C units	6256	\$701.63
9/29/2015	Manifold & Tube Assembly; Freon for A/C System; Replace running light bulbs	48031	\$581.10
10/28/2015	3 Tires/Mount Tires/Wheel Balance/Rotation	48075	\$128.84
11/19/2015	Handicap Lift Maintenance	7411	\$1,154.50
	Towing; Alternator Belt; Drivebelt idler pulley, Antifreeze, Serpentine Belt Tensioner		

IBus Maintenance and/or Repair
2006-Ford-E450 Vin No. 3973

Date	Maintenance and/or Repair	Invoice #	Total
12/8/2015	Fuel/Water Separator Element	7590	\$84.40
12/15/2015	Towing Fee and Diagnose of Electrical System	7628	\$378.70
1/7/2016	Mechanical repairs	7745	\$5,740.97
1/19/2016	Replacement of Fuel Filter	7864	\$295.42
2/10/2016	Replacement of Fuel Filter; New exhaust backpressure sensor; New Jasper Turbo & Turbocharger	8014	\$1,765.14
3/9/2016	Replacement of Fuel Filter; Fuel Sender Assy; Fuel Tank	8286	\$965.71
3/16/2016	Towing Fee, New Starter and Fuel Pump	8389	\$1,310.76
4/5/2016	New Alternator drive belt	8554	\$437.83
4/15/2016	A/C hose; Freon; A/C Charge	8649	\$660.38
6/2/2016	Power Steering Hose and Pump to Hydroboost	9029	\$458.40
8/2/2016	Fuel Filter Cap and Fuel Filter	9614	\$394.60
Total			\$42,112.68

**IBus Maintenance and/or Repair
2006-Ford-E450 Vin No. 3974**

Date	Maintenance and/or Repair	Invoice #	Total
6/10/2011	Coolant flush/ wiper blades/ Air filter replacement/ Fluid Flush	20840	\$609.32
7/27/2011	Tire mount and balance/ door actuator motor	21015	\$838.47
9/6/2011	Coolant Leak/Heater Hose/Gas Cap/Tow		\$412.84
11/1/2011	Tow/ Cooler EGR/ Oil Cooler Kit/Gasket Oil / AntiFreeze / Core Return/	134705	\$2,034.29
12/7/2011	Tow/Head Gaskets	50661	\$2,576.00
1/4/2012	Install Longblock/Oil-Filter Change/Oil pan gasket and rear cover gasket/A-C Condensor	53402	\$20,340.34
1/25/2012	BA Motor Cooling Blower	54886	\$377.32
3/30/2012	Oil AC Compressor/Accumulator ASY/Seal/Compressor ASY		\$1,870.14
5/30/2012	BA Tensionor/Idler Pulley/Belt/FRT		\$865.41
10/22/2012	AC Hose/AC Clamps/AA Clutch ASY Fan		\$2,091.77
10/23/2012	C Housing		\$344.16
11/14/2012	Fuel Pump ASY/Fan ASY		\$1,442.17
1/16/2013	Brake booster assembly/masterylinder assembly/brake fluid	70306	\$1,176.08
2/6/2013	Rear rotors and pads/4 tires/ wheel balance/alignment	01-194093	\$1,291.18
8/5/2013	A/C repair	01-196745	\$894.83
1/26/2014	Dualie wheel simulator	5432327	\$139.99
4/29/2014	Removal and replacement of serpentine belt	01-201695	\$351.20
7/31/2014	Transmission Repair	251085407/14	\$2,529.00
8/5/2014	Repair and/or replacement of idler pulley, fan belt, drive belt pulley	01-203448	\$634.92
11/20/2014	Hose, coolant, Brackets, belts, wheel balance, valves	01-204513	\$3,429.70
12/5/2014	Mech parts (Thermostat & muffler), Labor, Shop supplies	01-205346	\$433.82
12/5/2014	Front Pads; front rotors and shop supplies	01-205348	\$519.38
1/8/2015	Coolant Fan Relay	863585	\$17.86
1/21/2015	Fan Clutch Parts; Labor and Repair; Shop Supplies	01-206009	\$723.80
3/10/2015	Scan Engine Retrieved Stored Codes	44557	\$274.33
5/29/2015	Replacement of Fuel Injector Control Module; Replace Rear Unit Fan and Blower Motor, Battery	45753	\$2,059.27
8/6/2015	Replacement of Fan Clutch, Fan Blade and Fan Shroud	6234	\$1,004.30
8/27/2015	Replacement of Power Steering Gear Box	6435	\$584.18
10/26/2015	Check Heater hose; Antifreeze; Scan and diagnose Vehicle	7170	\$219.30
1/26/2016	Drive belt Rensioner Assy; Alternator Drive Belt	7924	\$1,238.22
3/1/2016	A/C Expansion valve; Blower Motor-A/C Heater; Blower Motor resistor and assembly	8179	\$387.37
3/14/2016	New A/C Compressor; Accumulator w/Hose; Orifice Tube; Freon; Evaporator Orifice Valve	8323	\$1,192.25

Total \$52,903.21



BID OPENING - INVITATION TO BID (ITB)
21 PASSENGER PARATRANSIT SHUTTLE BUS
No. 1516-11-002
APRIL 8, 2016 - 11:00 AM

Proposer:

Atlantic Bus Sales
William Lehman Leasing

Total Price:

\$ 61,850.00 per bus
\$ 69,900.00 per bus
(2,200.00 - Gov't Price
Concession Rebate

Creative Bus Sales, Inc.

\$ 59,856.00 per bus

Get Away Bus, LLC.

\$ 58,936.00 per bus

Florida Transportation Systems, Inc.

\$ 60,123.00 per bus

Opening conducted and verified by:

Meighan J. Alexander
Meighan J. Alexander
Village Clerk

Witnesses:

DARBY DEARLE

DARBY DEARLE
Print Name

Melissa Dodge

Melissa Dodge
Print Name

04-08-16A11:01 RCVD

Village of Palmetto Bay

Bid Tabulation & Checklist – Invitation to Bid No. 1516-11-002

21 Passenger Para Transit Shuttle Bus

Bid Open Date: April 8th, 2016 at 3:00pm



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Proposal Amount	Atlantic Bus Sales	William Lehman Leasing	Creative Bus Sales, Inc.	Get Away Bus LLC	Fl. Transportation Systems
Price Per Shuttle Bus	\$61,850.00	\$9,900.00 (\$7,200) Govt. Rebate	\$59,856.00	\$58,096.00	\$60,123.00
Proposal Checklist					
Sealed Copies of Proposal with electronic files	✓	✓	✓	✓	✓
Section 8	✓	✓	✓	✓	✓
Exhibit B (If Applicable)	✓	N/A	N/A	N/A	✓
Floor Plan	✓	✓	✓	✓	✓
Insurance	X	X	X ✓	✓	✓
Transit Bus Quality Program	✓	✓	✓	X	✓
State of Florida Dealer License	✓	X	✓	X	✓
Waiver/ies	✓	✓	✓	✓	✓
Addendum Acknowledgment	✓	X	X ✓	✓	✓
References	✓	✓	✓	X	✓

Bidder: Strikethrough denotes mathematical error by bidder.

Date Advertised: Monday, March 16, 2016
 Publication(s): Daily Business Review

Fl. Transportation 50 *James*

Village of Palmetto Bay

Bid Tabulation & Checklist – Invitation to Bid No. 1516-11-002
 21 Passenger Para Transit Shuttle Bus
 Bid Open Date: April 8th, 2016 at 3:00pm



Proposed/Amount	Atlantic Bus Sales	William Lehman Leasing	Creative Bus Sales, Inc.	Get Away Bus LLC	Fl. Transportation Systems
Price Per Shuttle Bus	④ \$61,850.00	⑤ \$69,900.00 (\$2,200) Govt Rebate	① \$59,856.00	③ \$58,936.00	② \$60,723.00
Proposed Checklist					
Sealed Copies of Proposal with electronic files	✓	✓	✓	✓	✓
Section 8	✓	✓	✓	✓	✓
Exhibit B (if Applicable)	✓	N/A	N/A	N/A	✓
Floor Plan	✓	✓	✓	✓	✓
Insurance	X	X	X	✓	✓
Transit Bus Quality Program	✓	✓	✓	X	✓
State of Florida Dealer License	✓	X	✓	X	✓
Warranties	✓	✓	✓	✓	✓
Addendum Acknowledgment	✓	X	X	✓	✓
References	✓	✓	✓	X	✓

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: Monday, March 16, 2016
 Publication(s): Daily Business Review

Creative Bus Sales, Inc. Danny Casab

Village of Palmetto Bay

Bid Tabulation & Checklist – Invitation to Bid No. 1516-11-002
 21 Passenger Para Transit Shuttle Bus
 Bid Open Date: April 8th, 2016 at 3:00pm

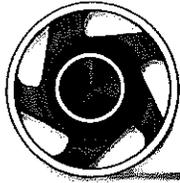


Proposal/Amount	Atlantic Bus Sales	William Lehman Leasing	Creative Bus Sales, Inc.	Get Away Bus LLC	Fl. Transportation Systems
Price Per Shuttle Bus	(4) \$61,850.00	(5) \$9,900.00 (\$2,200) Govt Rebate	(1) \$59,856.00	(2) \$58,936.00	(3) \$60,123.00
Proposal Checklist					
Sealed Copies of Proposal with electronic files	✓	✓	✓	✓	✓
Section 8	✓	✓	✓	✓	✓
Exhibit B (If Applicable)	✓	N/A	N/A	N/A	✓
Floor Plan	✓	✓	✓	✓	✓
Insurance	X	X	X	✓	✓
Transit Bus Quality Program	✓	✓	✓	XV	✓
State of Florida Dealer License	✓	X	✓	XV	✓
Warranties	✓	✓	✓	✓	✓
Addendum Acknowledgment	✓	X	X	✓	✓
References	✓	✓	✓	X	✓

NOTE: Strikethrough denotes mathematical error by bidder.

Date Advertised: Monday, March 14, 2016
 Publication(s): Daily Business Review

Creative Bus Sales, Inc. - C.B.S.

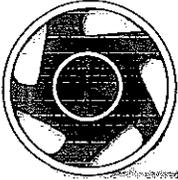


Creative Bus Sales



21 PASSENGER PARATRANSIT SHUTTLE BUS
Bid No. 1516-11-002

Les Burres
Transit Sales
Creative Bus Sales
O 904.241.6004 C 904537.7710 lesb@creativebussales.com



Creative Bus Sales

Table of Contents

1. Cover Letter and company information
2. Bid Proposal Price Form
3. Required Proposal Forms
4. Exceptions to Technical Specifications
5. Certificate of Compliance FMVSS (School Bus Rollover Protection)
6. Floor Plan
7. Product Catalogues
8. Transit Bus Quality Program Certificate
9. State of Florida Dealer License
10. Warranty Information

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Creative Bus Sales

March 29, 2016, 2016

Village of Palmetto Bay FL
Procurement Division

Thank you for providing Creative Bus Sales with the opportunity to work with the Village of Palmetto Bay on this procurement. Our team is committed to working with you to ensure the Creative Bus Sales reputation for sales and service is properly presented.

Creative Bus Sales is a family owned and operated business with over 25 years of experience in the bus industry. Creative Bus Sales has more expertise with vehicle sales, service, parts, warranty and customer satisfaction than any other dealership in the nation. We have multiple Sales and Service facilities located throughout the State of Florida including a facility in Davie, FL.

It is our goal to provide the Village of Palmetto Bay with quality equipment, meet delivery requirements and provide the after sales service Creative Bus Sales is nationally known for.

Sincerely,

Les Burres
Transit Sales

THE CREATIVE COMMITMENT

INTEGRITY | LOYALTY | SERVICE



Creative Bus Sales

CONTENTS

Our legendary commitment is our customer pledge that we integrate into our everyday business practices. By applying our strengths and resources we have been able to promote development not only within our dealership, but throughout the bus industry. The principles outlined here guide us as we continue to operate as the nation's largest and most successful bus dealership.

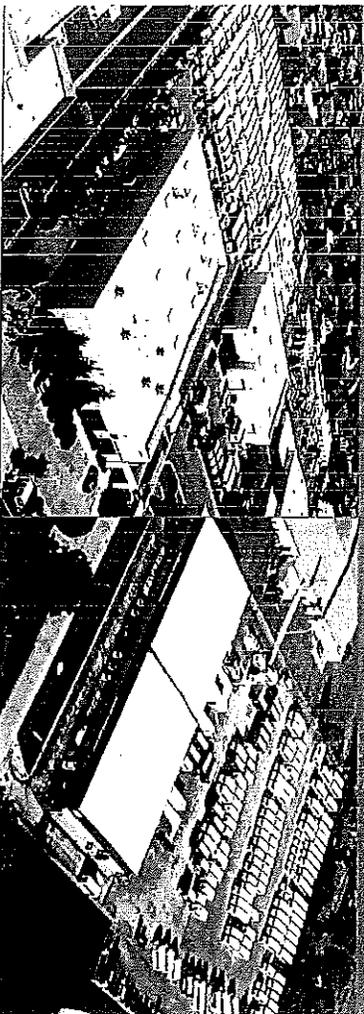
Our two family-owned businesses are alike and Creative Bus Sales is no exception. We include over thirty years of experience in the bus industry and twenty five years with current ownership. We are grateful to maintain the distinction as the nation's largest bus dealership for many years.

Expanding from our California base, we now have locations in Arizona, Colorado, Florida, Indiana, Nevada, New Mexico, New York, Oklahoma, Oregon, Texas, and Washington state.

Anticipating the demand for alternative fuels conversion and fryless, we launched Green

Alternative Systems (GAS) in 2007. With locations in Indiana, California, and New York, GAS has become the largest converter of buses and medium duty trucks in the industry.

After all this we are still family owned and operated. Each of our 17 locations remains fully operational with stable staff and properties. We're excited to learn what the future holds for Creative Bus Sales.



1 Integrity

2 Nation's Largest

3 Lifetime Commitment

4 Relationship Management

5 Leading Performance

6 Partner Relationships

7 Manufacturer Feedback

8 Product Development

9 Customer Needs

10 Customer Testimonials

1 • INTEGRITY

At Creative Bus Sales (CBS) we pride ourselves on maintaining sound and honest business practices. From the communication with the manufacturer, to the transactions with supplier, down to conversations with our valued customer base, we strive to provide top-level service. With each interaction, we look forward to providing the most up-to-date information in the bus industry and offering guidance to current and future customers.

Since we provide a range of services, from 300 bus deliveries for government contracts to bus parts for hometown service centers, it would be easy to favor the client above another. At Creative, it is our mission to treat every customer with honest communication and the best possible service. No matter if we are searching for a customer or performing routine maintenance on a vehicle, we look to provide the most value for each customer's unique situation.

Throughout our long history in the bus industry, we have aimed to develop standards that lead the market and support all of our customer needs.

We offer bus repair and bus maintenance including on-site service, parts, warranty, fleet contract services, and routine maintenance. In addition to warranty repairs, we provide preventative maintenance and services, including CHE inspections. If you have a CNG fuel system, we look forward to seeing you every three years or 35,000 miles for your required cylinder inspection.

We're extremely proud of the supportive relationship we're able to have with our customers. If you purchase a bus from us, we look forward to adding you to The Creative Family.

2 • NATION'S LARGEST

At CBS our success is not by chance, but rather from a dedicated commitment to serving our customer's needs. We believe a local relationship with our customers is necessary to fully understand and fulfill their needs. That's why each CBS location is locally managed and operated. Each location is empowered to make the critical decisions necessary to support our customers and provide a timely response to an issue that may arise. How does being the nation's largest dealer benefit our customers over our competition?

Local Service & Nationwide Feedback We are able to provide local operations with the resources and benefits that are out of reach of the competition. Our locations draw on the technical expertise and experience of the entire organization. We have technical services personnel that have more daily interactions with customers and their vehicles than any other organization in the industry, including any manufacturer.

Variety We offer customers the largest selection of new and used bus brands and models in the industry. We can provide the best product to suit their needs, as we are not limited by the products we sell.



Priority Production

Thanks to priority production rates and lead times from our manufacturers when other dealers cannot deliver, CBS can.



Proven Finance We offer the best pricing available – without exception. We have the added financial capacity to back our commitments and fulfill our obligations.



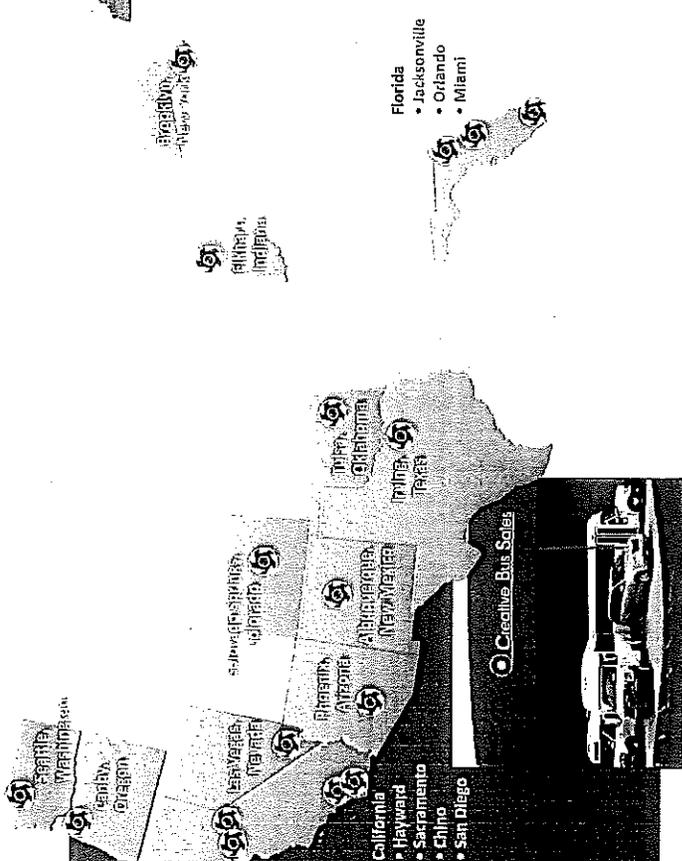
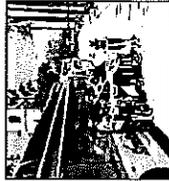
Longevity The lifetime of a bus can span from five to 10 years. Given our proven longevity in the industry, you can be assured we will be there for you for the life of your vehicle and when you're ready to purchase a new one.

3 • LIFETIME COMMITMENT

We aren't here for the short-term sale. We hold a lifetime commitment to every customer with after sales service and support designed to be as convenient as possible.

We built our company on doing the right thing and supporting our customers even in the most challenging of times. With over thirty years of industry and customer service experience you can have confidence that CBS will be there for you. Our commitment is best demonstrated by our long term customer base of the nation's largest fleet operators. We maintain some of the largest car rental, parking, hotel, retirement facility, transit agencies and transit operators on our list of long-term customers.

We are extremely proud of the supportive relationship we have with all of our customers. Every customer from the 500 bus fleet manager to the single bus owner operator enjoys the same commitment from CBS.



4 • RELATIONSHIP MANAGEMENT

How does the nation's largest bus dealership stay connected to its customers? Effective relationship management. We focus on developing a partnership before the sale through a transparent process that continues well after the sale. Here are a few ways in which Creative uses relationship management to keep our clients happy.

Unwavering Commitment To Excellence

Wearing the badge of #1 is certainly one we're proud of but we don't stop there. From the moment you begin to search we're here! You can peruse photos, filter by seating capacity, make, model, and more! Once you decide to contact our stellar sales force, you can rest assured you'll get the attention you deserve.

Dependable Service To Help You Succeed

The communication doesn't end when your vehicle is delivered. You don't just purchase a bus from us - you gain access to our entire parts and service team, our finance company, and warranty department. We're always just a call or e-mail away.

Nationwide Assistance

You can be certain that we'll be where you need us when you need us. With multiple locations throughout the United States in Arizona, California, Colorado, Florida, Indiana, Nevada, New Mexico, New York, Oklahoma, Oregon, Texas, and Washington state, our family of companies is never far from reach.

5. LEADING PERFORMANCE



To reach the position of the nation's largest, we've aligned ourselves with a number of strategic partners. Part of what enables us to foster these relationships is our high level of performance that continues daily. How have we managed to create so many varied manufacturers and strategic partners? Our continuous performance means manufacturers are delighted to and often seek out partnerships with us. Companies continue to contract with us because of our success.

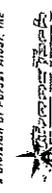
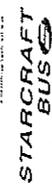
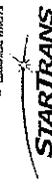
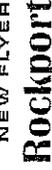
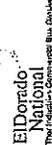
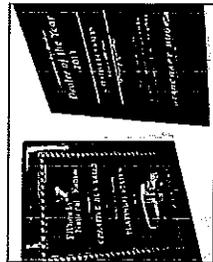
This gives us an expansive inventory that includes new and pre-owned buses and vans ready for commercial, transit, school, or personal use. We carry an assortment of floor plans and configurations, including wheelchair accessible vehicles, to meet every need. With a wide range of pre-owned stock and new buses available, we are confident that you will find the bus you need.

We are extremely proud that we've been able to maintain high quality and sales, not just for our own benefit, but also for the benefit of our partners. We hope to preserve outstanding relationships with these companies for years to come.

6. PARTNER RELATIONSHIPS

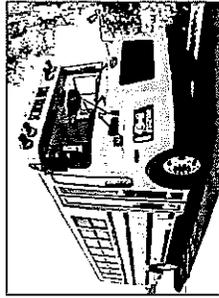
At CBS we maintain long-term industry relationships with vendors and manufacturers. Other dealers push the "flavor of the day" or the manufacturer of the moment to enhance their profitability on a single sale. We do not believe in such an approach. While we have added many brands to our offerings, we remain loyal to all our partners that meet our standards and our customer's expectations.

We have represented many manufacturers for more than twenty years. These partnerships enable CBS to receive the highest level of priority with all our manufacturers. Our priority with our partners ensures our customers receive priority with those partners. We are your voice to the industry and you benefit from our collective years of partnership with the industry's leading suppliers.



7. MANUFACTURER FEEDBACK

Equipped with over two hundred service bays nationwide and a mobile service network, we have a unique opportunity to observe product performance and converse directly with manufacturers. For several reasons we can identify performance and service issues before the manufacturer.



Quantity

As the largest bus dealership, we're moving a lot of product each year. Therefore, we're often the first to hear if a problem crops up because we may have been involved in the sale.

Varied Locations

With locations at varied altitudes, humidity levels, snowfall, and climate we're able to see performance, wear and tear on a variety of vehicles. Often we can locate a problem caused by differing climate before the manufacturer.

Experienced Service

Our certified technicians are well trained in both traditional and alternative fuel vehicle maintenance. Since customers prefer to have their buses serviced by the same team, we can identify reoccurring issues before the manufacturer.

8. PRODUCT DEVELOPMENT

Because of our high transaction volume we communicate regularly with many varied customers. In turn, our manufacturers know we have our finger on the pulse of customers needs. They trust us to convey relevant information to them with customer requests and suggestions. These symbiotic relationships are beneficial to product development.



Idea Generation Since we know what end users are looking for and the potential problems they face, we help manufacturing partners identify possibilities for new products.



Concept Screening We help screen ideas for new products to gauge if a customer will be interested in the product and to measure against competitive products.



Business Analysis With customers ranging from small non-profits to citywide transit associations, we have diverse information on potential selling prices and product positioning appealing to customers.

Beta and Market Testing We are involved in beta testing of products before they reach the customer. We regularly examine units before they are available to our customers to ensure the highest quality is delivered.



Commercialization To keep customers aware, we regularly advertise new products and make customers aware of their availability.



Pricing Because of our size we're mindful of competing products, potential sales, and information that will help manufacturers decide on appropriate pricing.

8 • CUSTOMER NEEDS

We pride ourselves on the fact that our organization allows us to focus on customer needs. We have a large inventory available for any type of transportation need. What do we bring that's different from other companies in the industry?

Choices

We have a huge selection from school and coach buses to parts and alternative fuel vehicles. With so many possibilities, we know you'll be happy with your selection.

Convenience

With locations nationwide we're here to serve our customers wherever they may be located. Our skillful sales force is familiar with handling transactions in different states and countries.

Service

Our customers prefer to have their buses serviced where they bought them, because we know the vehicles better than anyone else. With top-notch service and experienced technicians you can be sure we'll provide the best.

Relationships

We have a long history in the bus business that has helped us foster strong, lasting relationships. Continued presence at trade shows and conferences facilitate relationships with up and coming vendors.

Partner Companies

We enjoy the remarkable ability to offer what other dealers cannot. Our in-house finance organization and alternative fuels conversion company supply customers with the complete package.

GREEN ALTERNATIVE SYSTEMS

As the largest Ford Recognized Qualified Vehicle Modifier (QVM) Alternative Fuel Program Installer in North America, and our strategic partners for alternative fuel developers and installers - ROUSH CleanTech, Westport and LandiRenzo - we provide the safest and most dependable alternative fuel systems in the industry. Our experienced technicians are able to convert to Compressed Natural Gas (CNG), Propane, or Bi-Fuel.

Learn more at GreenAlternativeSystems.com

ROUSH
CLEANTECH

QVM

Westport
Here and Now.

LANDIRENZO
U.S.

CREATIVE FLEET LEASING

Our in-house finance company offers a multitude of financing packages for vehicle and equipment purchases. We can structure any transaction from owning your vehicle or equipment outright to returning it at lease end. As a dealer affiliated program, we have more choices than any other lender in the market including in-house captive financing programs and customer-tailored hybrid funding models.

Learn more at CreativeFleetLeasing.com

17 • CUSTOMER TESTIMONIALS

You run a great business! I want to share with you my experience in buying a shuttle bus at your company. The sales and customer service attitude of your staff is exceptional starting with the mechanics in the garage to the sales staff. Unbelievably helpful, ready to answer all my questions and so willing to please.

Roy Pugei, Owner at Coldwell Banker Bishop Realty in Payson, Arizona

Alfred State
SUNY College of Technology

I just wanted to take the time to thank you and your company for everything. It's not very often you find a company that still gives authentic customer service. We really were treated well! I look forward to future dealing with you and your company.

P.S. We also got one nice bus that Alfred State College will be proud to ride in!
Stu Blitz of Alfred State College in Alfred, New York

We had a great experience working with the sales department at Creative Bus Sales. They were very helpful in providing information and always available to discuss details. Also, the service department has always been accommodating and timely. Creative made the purchase experience pleasant and the after purchase follow through has been great!

Charles Knowlton of PEAK Adventure in Santa Rosa, California



The sales team at Creative had quick response time for quotes, were flexible, knowledgeable, and easy to work with. When we had an issue with an older vehicle we purchased service was sent out very quickly to diagnose and repair. I'd recommend purchasing from Creative! They have awesome customer service, a great selection of vehicles, and are able to work nationally.

Chris Jones of WE Drive U in Burlingame, California



2

Bid Proposal Form

(21) Passenger Para Transit Shuttle Bus

Description	Est. Quantity	Unit Price	Extended Total
Starcraft Allstar Ford E450			
21 passenger Paratransit Shuttle Bus with (2) Wheelchair positions	2	\$59,856*	\$119,712*

*Bus meets all required specifications.

*Bus price does not include tax. Assuming tax exemption status.

3

SECTION 8.o: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied companies have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Company complies fully with the above requirements.

Signature of Official: Les Burres

Name (typed): Les Burres

Title: Transit Sales

Company: Creative Bus Sales

Date: 3/28/16

SUB-CONTRACTOR LIST

Company shall list all Proposed Sub-contractors to be used on this project if they are awarded the Contract.

Classification of Work	Sub-contractor Name	Address	Telephone and Fax
MA			

No Sub-Contractors will be used.



VILLAGE OF PALMETTO BAY - REFERENCE FORM



Solicitation Information: 21 Passenger Paratransit Shuttle Bus
Invitation to Bid No. 1516-11-002

Name of Company: Broward Co. Transit Division

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We consultant provide written references with their Bid submission and by providing you with this document the vendor is req provide the following reference information. We would appreciate you providing the information requested below as w information you feel is pertinent:

Contracted Services Information:

Scope of Work: _____

Length of Contract: _____

Would you enter into a contract with the Company in the future? ___ Yes ___ No

Were the services provided acceptable and of quality standards: ___ Yes ___ No

Was the Company responsive to your requests and resourceful with the task? ___ Yes ___ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ___ Yes ___ No

If you responded no to any of the above please provide details:

Comments:

Please call or email Mr. Wheeler for questions
about Creative Bus Sales Sales and Service

Name of Public Entity/Company: Broward Co. Transit Division

Name of Individual completing this form: Steven Wheeler

Signature: _____ Title: Fleet Maintenance Superintendent

Telephone: 954-357-8478 Email: swheeler@broward.org

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Litsy C. Pittser, Procurement Specialist

VILLAGE OF PALMETTO BAY - REFERENCE FORM



Solicitation Information: 21 Passenger Paratransit Shuttle Bus
Invitation to Bid No. 1516-11-002

Name of Company: Lee County Transportation

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We consultant provide written references with their Bid submission and by providing you with this document the vendor is req provide the following reference information. We would appreciate you providing the information requested below as w information you feel is pertinent:

Contracted Services Information:

Scope of Work: _____

Length of Contract: _____

Would you enter into a contract with the Company in the future? Yes No

Were the services provided acceptable and of quality standards: Yes No

Was the Company responsive to your requests and resourceful with the task? Yes No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? Yes No

If you responded no to any of the above please provide details:

Comments:

Please call or email Mr. Southall for questions about
Creative Bus Sales Sales and Service.

Name of Public Entity/Company: Lee County Transportation

Name of Individual completing this form: Bob Southall

Signature: _____ Title: Maintenance Manager

Telephone: 239-533-0336 Email: rsouthall@leegov.com

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Litsy C. Pittser, Procurement Specialist

VILLAGE OF PALMETTO BAY - REFERENCE FORM



Solicitation Information: 21 Passenger Paratransit Shuttle Bus
Invitation to Bid No. 1516-11-002

Name of Company: Jacksonville Transportation Authority

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We consultant provide written references with their Bid submission and by providing you with this document the vendor is req provide the following reference information. We would appreciate you providing the information requested below as w information you feel is pertinent:

Contracted Services Information:

Scope of Work: _____

Length of Contract: _____

Would you enter into a contract with the Company in the future? Yes No

Were the services provided acceptable and of quality standards: Yes No

Was the Company responsive to your requests and resourceful with the task? Yes No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? Yes No

If you responded no to any of the above please provide details:

Comments:

Please call or email Mr Brewer for any questions about
Creative Bus Sales Sales and Service.

Name of Public Entity/Company: Jacksonville Transportation Authority

Name of Individual completing this form: Randall Brewer

Signature: _____ Title: Maintenance Manager

Telephone: 904-633-8513 Email: rbrewer@jtafla.com

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Litsy C. Pittser, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

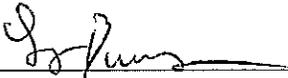
B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official: 

Name (typed): Les Burres

Title: Transit Sales

Company Name: Creative Bus Sales

Date: 3/28/16

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

Les Burres being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Creative Bus Sales the Company that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or a sham Bid;
- (4) Neither the said Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: 

Name (typed): Les Burres

Title: Transit Sales

Company Name: Creative Bus Sales

Date: 3/28/16

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ACKNOWLEDGMENT

State of Florida

County of Duval

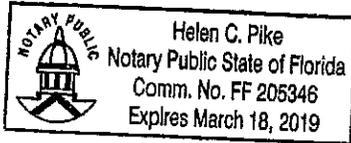
On this 28 March day of, 2016, before me, the undersigned Notary Public of the State of Florida personally appeared Les Burres and whose name(s) is are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Helen C. Pike
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Helen C. Pike
(Name of Notary Public: Print, Stamp or Type as commissioned.)
 Personally known to me, or
 Produced identification:



(Type of Identification Produced)
 Did take an oath or
 Did not take an oath.

SWORN STATEMENT PURSUANT TO
SECTION 287.133 (3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By Les Barres

For Creative Bus Sales

Whose business address is: 8600 Atlantic Blvd. Jacksonville, FL 32211

And (if applicable) its Federal Employer Identification Number (FEIN) is:
33-0388707

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # NA)

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: 

Name (typed): Les Burres

Title: Transit Sales

Company Name: Creative Bus Sales

Date: 3/28/10

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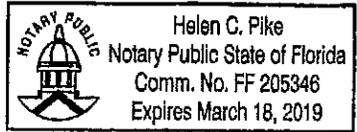
ACKNOWLEDGMENT

State of Florida

County of Duval

On this 28 March day of, 2016, before me, the undersigned Notary Public of the State of Florida personally appeared Les Burres and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal
Helen C. Pike
NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC
SEAL OF OFFICE:
Helen C. Pike
(Name of Notary Public: Print, Stamp or Type as commissioned.)
 Personally known to me, or
 Produced identification:

(Type of Identification Produced)
 Did take an oath or
 Did not take an oath.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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 the VILLAGE OF PALMETTO BAY, FLORIDA

by: Les Burres Transit Sales
(print individual's name and title)

for: Creative Bus Sales
(print name of entity submitting sworn statement)

whose business address is: 8000 Atlantic Blvd. Jacksonville, FL 32211

and (if applicable) its Federal Employer Identification Number (FEIN) is: 33-0388707

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: NA - - - - -.)

I, being duly first sworn state: That the above named Company, corporation or organization is in compliance with and agreed 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, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 29 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

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Signature of Official: Les Burres

Name (typed): Les Burres

Title: Transit Sales

Company Name: Creative Bus Sales

Date: 3/28/16

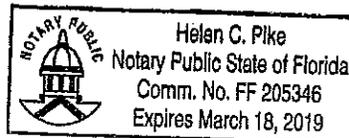
ACKNOWLEDGMENT

State of Florida

County of Duval

On this 28 March day of, 2016, before me, the undersigned Notary Public of the State of Florida personally appeared Les Burres and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal
Helen C. Pike
NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC
SEAL OF OFFICE:
Helen C. Pike
(Name of Notary Public: Print, Stamp or Type as commissioned.)
 Personally known to me, or
 Produced identification:

(Type of Identification Produced)
 Did take an oath or
 Did not take an oath.

BUSINESS ENTITY AFFIDAVIT
(COMPANY / BIDDER DISCLOSURE)

Bidder or Company hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Company, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Company or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Company recognizes that with respect to this transaction or bid, if any Bidder or Company violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Company may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, Les Burre being first duly sworn

state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

Creative Bus Sales 8600 Atlantic Blvd. Jacksonville, FL 32211
Federal Employer Identification Number (If none, Social Security Number)
33-0388707

Continued on next page.

Name of Entity, Individual, Partners or Corporation

Creative Bus Sales

Doing Business As (If same as above, leave blank)

8600 Atlantic Blvd. Jacksonville, FL 32211

Street Address Suite Village State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

	Full Legal Name	Address	Ownership
%	Anthony Matijevich	14740 Ramona Ave Chino CA 91710	100%
%			
%			

2. The full legal names and business address of any other individual (other than sub-contractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

Continued on next page.

Signature of Official: 

Name (typed): Les Burres

Title: Transit Sales

Company Name: Creative Bus Sales

Date: 3/28/14

Continued on next page.

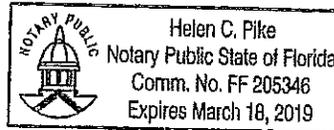
ACKNOWLEDGMENT

State of Florida

County of Duval

On this 28 March day of, 2016, before me, the undersigned Notary Public of the State of Florida personally appeared Les Burres and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal
Helen C. Pike
NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC
SEAL OF OFFICE
Helen C. Pike
(Name of Notary Public: Print, Stamp or Type as commissioned.)
 Personally known to me, or
 Produced identification:

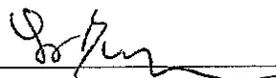
(Type of Identification Produced)
 Did take an oath or
 Did not take an oath.

ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Creative Bus Sales (Company), hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay, ITB# 1516-11-002, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

(Sub-Contractor's Names) to comply with such act or regulation.

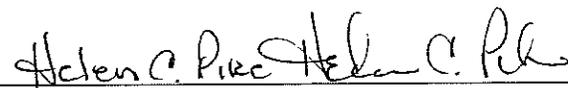
Signature of Official: 

Name (typed): Les Burres

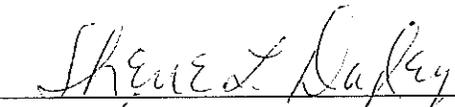
Title: Transit Sales

Company Name: Creative Bus Sales

Date: 3/28/14

Attest: 

Print Name: Helen C. Pike

Attest: 

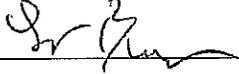
Print Name: Sheneal Dacey

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and _____ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: 

Name (typed): Les Burres

Title: Transit Sales

Company Name: Creative Bus Sales

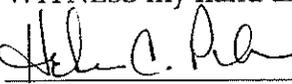
Date: 3/28/16

ACKNOWLEDGMENT

State of Florida

County of Duval

On this 28 March day of, 2016, before me, the undersigned Notary Public of the State of Florida personally appeared Les Burres and whose name(s) is are subscribed to the within instrument, and he she/they acknowledge that he she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

CONTINUED ON NEXT PAGE

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

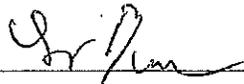
The Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

No

Executed on 3/28/14 at Creative Bus Sales Jacksonville FL
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: 

Name (typed): Les Burres

Title: Transit Sales

Company Name: Creative Bus Sales

Date: 3/28/14

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Creative Bus Sales, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 14740 Ramona Avenue	Requester's name and address (optional) Village of Palmetto Bay
	6 City, state, and ZIP code Chino, CA 91710	9705 East Hibiscus Street Palmetto Bay, Florida 33157
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-			-		
or									
Employer identification number									
3	3	-	0	3	8	8	7	0	7

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Heh Pih* Date ▶ *3/28/16*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

4

EXHIBIT "B"

EXCEPTIONS TO TECHNICAL SPECIFICATIONS

EXCEPTIONS TO TECHNICAL SPECIFICATIONS

Bidders must list any exceptions to the Technical Specifications and explain the reason for each exception taken. Failure to properly indicate exceptions may result in the disqualification of the bid. Check "yes" or "no" to indicate compliance.

Yes My bid complies with all the Technical Specifications.

No My bid does not comply with all the Technical Specifications. I indicated each exception below (attach additional documentation as necessary).

Item	Reason for Exception
Not Applicable	

I have read the Technical Specifications in *Exhibit A* of this ITB and indicated any exceptions to the Technical Specifications as instructed hereto.

Business Name: Creative Bus Sales

Name of Authorized Signee:  Les Burres

Signature of Authorized Signee: 

Title: Transit Sales Date: 3/28/16

5

220-001

**VEHICLE TEST REPORT
FMVSS/CMVSS 220
SCHOOL BUS ROLLOVER PROTECTION TEST**

TEST VEHICLE
STARCRAFT TRANSIT BUS
FORD ECONOLINE E-450 CUTAWAY

TEST DATE
NOVEMBER 6, 2001

TEST PERFORMED FOR:
STARCRAFT BUS
A DIVISION OF FOREST RIVER INC.
2703 COLLEGE AVENUE
GOSHEN, IN 46528
(219) 533-1105

TEST CONDUCTED BY
STARCRAFT BUS ENGINEERING
AND R & D STAFF INCONJUNCTION WITH PYRAMID1, INC.

PYRAMID1, INC.
19590 C.R. 40
GOSHEN, INDIANA 46526
(574) 537-8033

COMPLIANCE STATEMENT

This vehicle has been tested in accordance with the requirements of the following regulations: Federal Vehicle Safety Standard number 220, as published in the Code of Federal Regulations (CFR) 49, part 571, section 220, revised as of October 1, 1999. Canada Motor Vehicle Safety Standard number 220, as published in the Consolidation of the Motor Vehicle Safety Regulations, revised as of May 27, 1998.

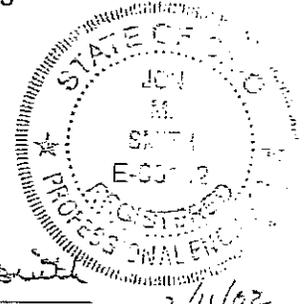
SUMMARY OF RESULTS

ROOF AND BODY STRUCTURE: The roof and body structure of this vehicle meet the requirements of the aforementioned standards.
EXIT OPERATION: All doors, windows, and emergency exits were verified functional, prior to roof load application, under full load, and after test load was removed as required by the aforementioned standards.

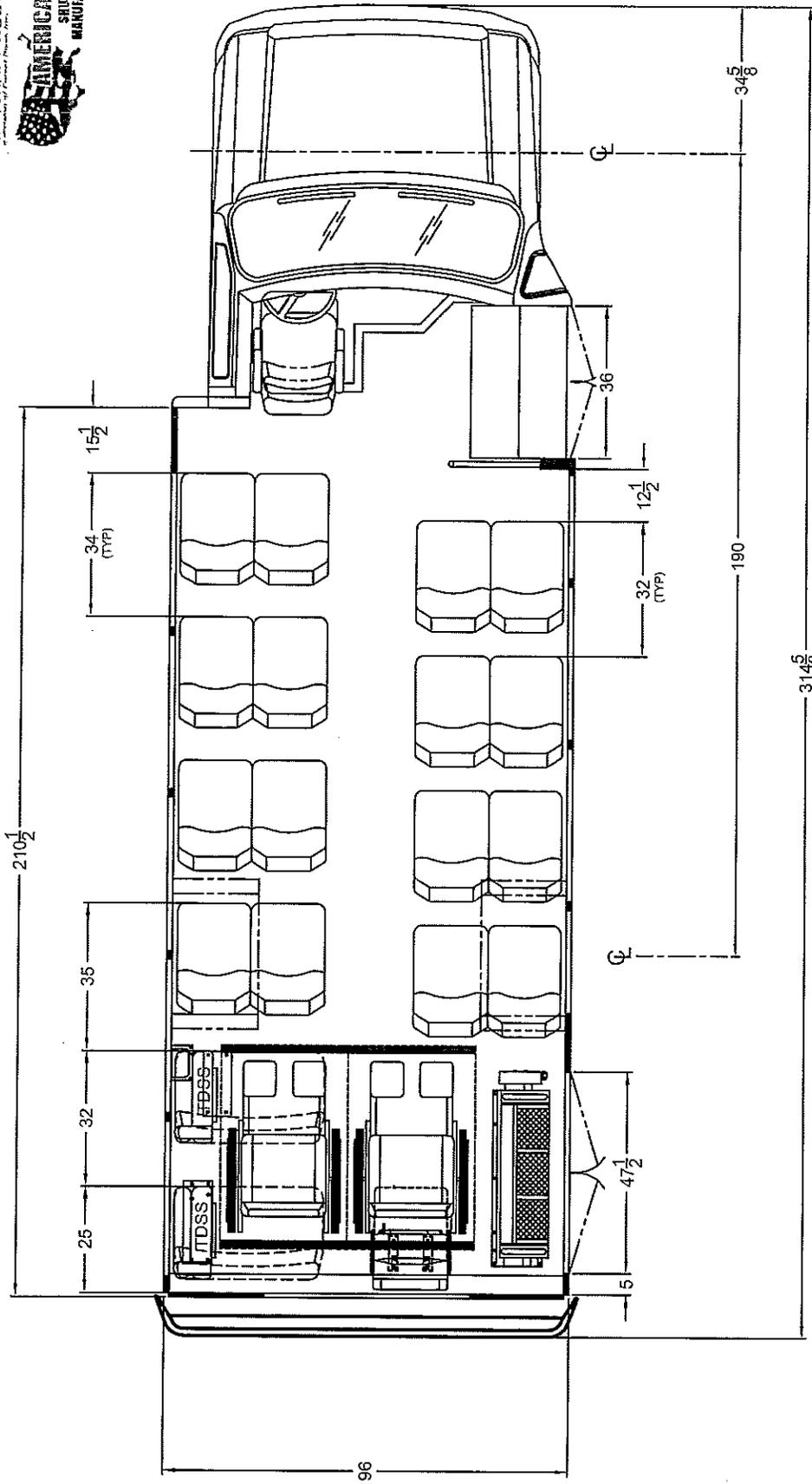
APPROVALS

APPROVED BY: _____
MR. JEFF DENNEY
DIRECTOR OF PRODUCT DEVELOPMENT
AND MANUFACTURING ENGINEERING

APPROVED BY: *Jon M. Smith*
MR. JON SMITH P.E.
CONSULTING ENGINEER



6



NOTE: SHOWN WITH MID HI FREEDOM SEATS
 ALLSTAR E-450 14,500 GVWR
 THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.
 A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED.
 FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A
 COMPLETED ORDER WITH ALL OPTIONS SHOWN.
 OPTIONAL EQUIPMENT MAY BE SHOWN.
 THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

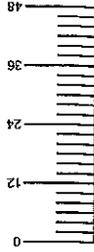
DEALER APPROVAL

APPROVED

CUSTOMER SIGNATURE

THIS DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF STARCRRAFT BUS, A DIVISION OF FOREST RIVER. IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED TO STARCRRAFT BUS, A DIVISION OF FOREST RIVER.

SCALE
 IN INCHES



TOLERANCE UNLESS OTHERWISE SPECIFIED	STARCRRAFT BUS a Division of Forest River, Inc.
WOOD	16.2 WC PASS, 190" WB
± 1/8"	± 1/16"
± 1°	± 1/2°

DATE: 06/24/13	TITLE: 16.2 WC PASS, 190" WB
NAME: TAS	26' ALLSTAR
ECN No.	DWG. No. 16.2 WC 2 DB FOLDS 1 SG FLIP 190 199

DESCRIPTION OF CHANGE	BY	CHK	DATE
	TAS		6/24/13

7

► The Allstar Series

| Safety. Performance. Durability.

STARCRAFT BUS
a division of Forest River, Inc.

► **Safety** is our primary focus at Starcraft Bus, from the 3,000 lbs. seat-pull test to the rigorous 7-year/200,000 mile Allona testing, passengers can be assured that the Allstar surpasses the most stringent testing. Bus operators can relax knowing that the fully welded steel cage construction offers the best passenger protection.

Performance is not measured by how fast the bus will go, but rather by passenger comfort. The Allstar features straight side wall construction that maximizes passenger shoulder space and the widest aisle in the industry.

Durability does not come easily or quickly. The Allstar has been time tested for close to a decade. The 33,000-plus Starcraft buses on North America's roads offer a billion reasons why the Allstar has become a favorite, and those reasons are called miles. The Allstar is engineered to accommodate a variety of seating arrangements including wheelchair accessibility and various storage options for luggage.

Starcraft Bus, a division of Forest River, Inc. is owned by Berkshire Hathaway, one of the most respected and secure companies in the industry.



Allstar can also be equipped with optional rear wheelchair accessibility.

► Allstar Features

Features to Meet Your Specific Needs



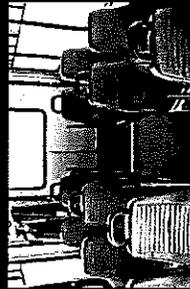
Optional high-back seats, upholstery, padded cloth walls and ceiling, and overhead luggage racks.



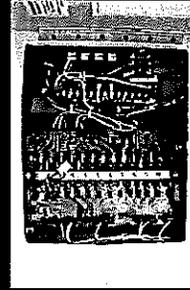
Driver's switch panel conveniently located within view of the road and not on the engine cover.



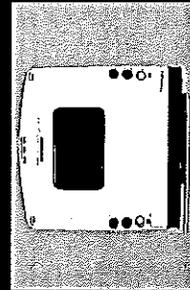
Optional double wheelchair door with top mounted gas shocks to hold door open in windy conditions.



Optional mid-back seats, padded vinyl walls and ceiling, and wheelchair accessible.



Printed electrical circuit board with LED trouble-shooting lights.



Stylish fibreglass rear cap with standard rear window.



► The Allstar Series

STARCRAFT BUS
a division of Forest River, Inc.

► The Allstar Series

STARCRAFT BUS
a division of Forest River, Inc.

► Standard Exterior Feature Highlights

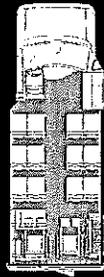
- Fully welded steel cage construction meeting all applicable FMVSS requirements
- "Starview" drivers visibility window in front of entry door
- Electric actuated passenger entry door with full length glass
- 36" wide x 36" high upper double T-Slider tempered safety glass windows with climate control tint
- Black powder coated steel rear bumper
- Rear mud flaps
- Pre-painted white aluminum side, skirts
- Fiberglass front and rear caps
- One-piece seamless FRP (fiberglass reinforced plastic) roof
- Breakaway rearview mirrors with built-in convex
- Sealed LED stop, tail, and turn signal lights with incandescent reverse lights
- Exterior graphics package available in three colors (blue, green or burgundy)

► Standard Interior Feature Highlights

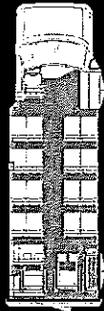
- 93" interior width
- 80" interior floor to ceiling height with standard floor (raised floor is 75")
- Floor and wall seal track for flexible seating
- Black slip resistant floor covering
- 5/8" exterior grade plywood flooring
- Ceiling and rear wall fabric for sound abatement
- FRP (fiberglass reinforced plastic) sidewalls for ease of cleaning
- White step nosing
- 1-25" left hand vertical passenger assist rail at entry door
- Printed circuit board with automotive type fuses and LED trouble shooting lights
- Entry door step well lights
- Incandescent driver and passenger area lighting
- Non-retractable seat belts

► Popular Option Highlights

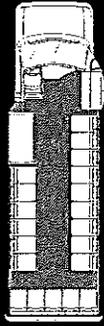
- Stainless steel wheel inserts
- Interior and exterior LED lighting
- Luggage Storage areas (overhead luggage racks with reading lights, interior luggage racks, rear storage area)
- Rear emergency door with window(s)
- Passenger area rear heat and air conditioning
- Complete rubber flooring
- Passenger grab rails
- Padded vinyl or cloth walls and ceiling
- Audio and video systems
- Mid back or high back seating
- ADA and FMVSS compliant wheel chair lifts and securement systems
- Fiberglass side walls and skirts



12 Passenger 2 Wheelchair
4 Passenger foldaway Seats Plus Driver



16 Passenger 2 Wheelchair
4 Passenger foldaway Seats Plus Driver



20 Passenger with Interior Luggage Plus Driver



21 Passenger with Rear Luggage Plus Driver

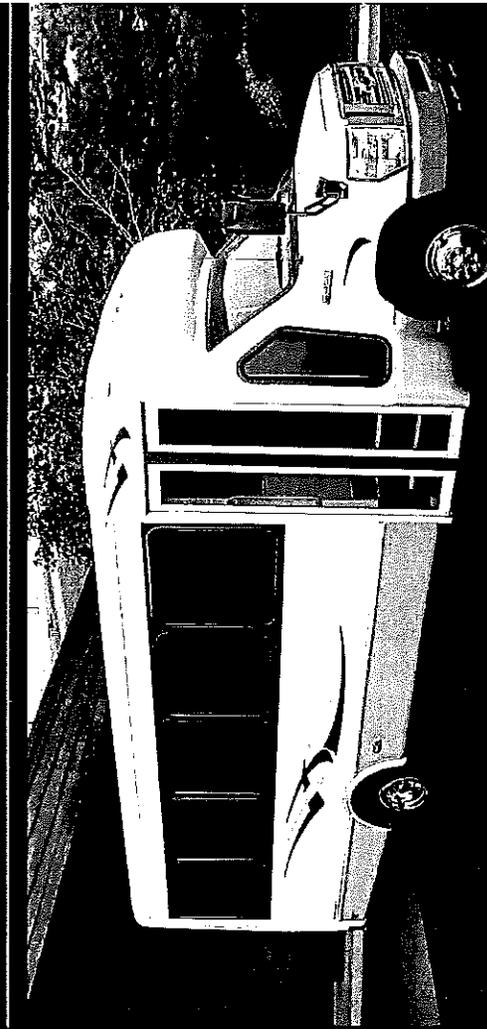


25 Passenger Plus Driver



Due to our commitment to product quality, specifications and options are subject to change without notice in the interest of product improvement and market changes.

Scan this barcode using a QR Reader on your smart phone to learn more about Forest River.



STARCRAFT BUS
a division of Forest River, Inc.

2367 Century Drive • Goshen, IN 46528 • Lit. No. SCB-09/101513
1.800.348.7440 • Fax: 574.642.3301 • www.starcraftbus.com

► **Safety. Performance. Durability.**



DAMAGES, OR FOR LOST PROFITS OR OTHER COMMERCIAL LOSSES FROM ANY CAUSE WHATSOEVER, WHETHER OR NOT TRANS/AIR HAS RECEIVED NOTICE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES OR LOSSES. TRANS/AIR WILL NOT BE LIABLE FOR ANY LOSS OCCURRING BECAUSE THE EQUIPMENT IS OUT OF SERVICE. NO ACTION OR PROCEEDING ARISING OUT OF, FOR BREACH OF, OR IN ANY MANNER RELATING TO THIS WARRANTY MAY BE BROUGHT BY ANYONE AFTER SIX (6) MONTHS FROM NOTIFICATION TO TRANS/AIR OF AN IN-WARRANTY FAILURE.

This e-mail may contain privileged, confidential, copyrighted, or other legally protected information. If you are not the intended recipient (even if the e-mail address above is yours), you may not use, copy, or retransmit it. If you have received this by mistake, please notify us by return e-mail, then delete. Thank you. The Trans/Air Web Site is www.transairmfg.com.

overtime, shall be responsible for all additional warranty repair expenses in excess of the flat rate allowed. Trans/Air is not responsible for towing charges.

- 6) If the customer has not properly registered the Trans/Air system, the Service Center is not authorized to render warranty services without charge. All information on the warranty registration form must be completed in its entirety and returned to Trans/Air to activate the warranty.
- 7) Trans/Air does not warrant the installation of Trans/Air products unless installed by Trans/Air or an authorized Trans/Air Turnkey installation facility. In the cases of installation related failures, which are not covered by warranty Trans/Air specifically is not responsible for failures attributable to inadequate provision by the installer of structural support or inadequate provision of electrical requirements.
- 8) This warranty does not apply in cases of a failure of Trans/Air product which is attributable to improper evacuation procedures, or the introduction of non-approved refrigerant oil, additives, or other contaminants into the system.
- 9) This warranty does not apply in cases of failure of Trans/Air product, which is attributable to failure of the end user to perform or provide preventative maintenance in accordance with Trans/Air's guidelines. Examples include, but are not limited to, failure to properly maintain belt tension, clean condenser coils, replace evaporator filters, maintain electrical systems to provide proper voltage to components, or check and tighten hardware or fittings, which may have loosened due to vibration. (See Trans/Air Preventive Maintenance Schedule)
- 10) This warranty does not apply to failure of Trans/Air product due to normal wear. Examples included but are not limited to, return air filters, refrigerant filters, power pack air filters, power pack fuel filters, power pack coolant hoses, any belts, lubricants, transit compressor oil collection rings, condenser and evaporator motor brushes, etc., all of which are considered to be expendable items.
- 11) This warranty does not apply to loss of refrigerant or any damage caused by loss of refrigerant unless directly attributable to the failure of a Trans/Air product which, at the time of the failure, was under warranty.
- 12) Trans/Air reserves the right to make changes in design or improvements to its products or parts thereof, without obligation to make or install of such changes or improvements on existing units or upon products covered by this warranty.
- 13) If Trans/Air makes a product improvement program available to the End User, Trans/Air reserves the right to limit the duration of the programs unless it is safety related. Expenses incurred in completing said product improvements after the closing date of the program are the responsibility of the End User.
- 14) Trans/Air's warranty shall not apply in the case of damage incurred during shipment, accidental damage, abuse, misuse, act of nature, or if the serial number is missing, or to any product which, in the sole opinion of Trans/Air, has been installed, altered or repaired in a manner affecting the efficiency or performance of the unit or inconsistent with Trans/Air's written procedures.
- 15) This warranty applies only within the boundaries of the whole United States, its territories, and Canada. For other available coverage that may be purchased, contact Trans/Air.

TRANS/AIR'S LIABILITY TO THE PURCHASER FOR DAMAGES FROM ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM (S) OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE OR OTHERWISE, SHALL BE LIMITED TO THE VALUE OF REPAIRS TO OR REPLACEMENT OF THE DEFECTIVE COMPONENTS DURING THE WARRANTY PERIOD, AS THE EXCLUSIVE REMEDY, AND STRAIGHT TIME LABOR CHARGES AS OUTLINED IN ITS CURRENT WARRANTY PROCEDURE MANUAL AND FLATE RATE LABOR SCHEDULE. IN NO EVENT SHALL TRANS/AIR BE LIABLE WHATSOEVER FOR ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL

Trans/Air Manufacturing Corporation Limited Warranty

Subject to the conditions and limitations set forth below, for a period of two (2) years (with unlimited mileage) starting at the date of delivery to the End User and with proper registration documentation, Trans/Air Manufacturing Corporation (Trans/Air) warrants to the original owner, if still the user, that each manufactured system/component will be free from defects in factory workmanship and materials when used and maintained in accordance with the recommended procedures. Trans/Air will furnish new or remanufactured replacement parts and cover the cost of repair labor for two years following delivery in accordance with the current Trans/Air flat rate labor schedule when performed at an authorized Trans/Air Service Center. This is the End User's sole and exclusive remedy.

THIS IS TRANS/AIR'S SOLE WARRANTY AND IT IS FURNISHED IN LIEU OF ANY AND ALL OTHER WARRANTIES. TRANS/AIR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WHATSOEVER. NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR PARTICULAR PURPOSE IS MADE BY TRANS/AIR.

Conditions and Limitations

- 1) In order for a two (2) year system warranty to apply, the customer must purchase the evaporator(s), condenser(s), compressor(s), piping kits, electrical kits, mount kits and refrigeration hose from Trans/Air. If the full system is not purchased from Trans/Air, the two (2) year warranty applies to Trans/Air supplied evaporators and condensers only. All piping kits, and electrical kits purchased outside of a full system, will be considered a service part and will carry a 180 day warranty. All mount kits and compressors purchased outside of a full system, and used on a Trans/Air system, will be warranted as stated in the "Trans/Air Mount Kit / Compressor Warranty Policy". (Document # WR 010) All other components supplied by Trans/Air are covered by standard parts warranty (see #4 below). Extended warranty coverage may be purchased from Trans/Air at the time of purchase of the unit or system. Correction of a failure under this warranty does not extend the warranty beyond the standard two (2) year warranty period.
- 2) All auxiliary power pack engines are warranted by the engine manufacturer, only and not by Trans/Air. Trans/Air components assembled on auxiliary power packs are warranted for two (2) years or 1000 hours, whichever comes first.
- 3) Demonstration systems will be covered for the full original warranty period if delivered to an End User within 180 days after the installation date and the vehicle has not exceeded 6,000 miles at the time of delivery to the End User. If the vehicle does not meet these criteria the full warranty period may be obtained if the system passes Trans/Air's specific warranty inspection performed, at dealer's expense, at an authorized Trans/Air Service Center. Written proof that the system has passed inspection must be received by Trans/Air to complete warranty registration.
- 4) Service parts are warranted for a 180 day period from the date of sale or until the expiration of the original equipment warranty, whichever is later. (Compressors are warranted per "Trans/Air Mount Kit / Compressor Warranty Policy", Document # WR 010) If required, parts covered by warranty must be returned to Trans/Air's factory in Dallastown, PA, by specified carrier freight prepaid, within standard Return Goods Authorization procedures, for evaluation, in order for Trans/Air to authorize any warranty claim.
- 5) Trans/Air will be responsible for the costs of repairs or replacement covered by warranty only if performed at an authorized Trans/Air Service Center. The Service Center is responsible for effecting repairs or replacement during the warranty period in accordance with current Trans/Air warranty procedures. A customer requesting service at a location other than an approved Service Center, or one requesting

- 6) If the customer has not properly registered the Trans/Air system, the Service Center is not authorized to render warranty services without charge. All information on the warranty registration form must be completed in its entirety and returned to Trans/Air to activate the warranty.
- 7) Trans/Air does not warrant the installation of Trans/Air products unless installed by Trans/Air or an authorized Trans/Air Turnkey installation facility. In the cases of installation related failures, which are not covered by warranty Trans/Air specifically is not responsible for failures attributable to inadequate provision by the installer of structural support or inadequate provision of electrical requirements.
- 8) This warranty does not apply in cases of a failure of Trans/Air product which is attributable to improper evacuation procedures, or the introduction of non-approved refrigerant oil, additives, or other contaminants into the system.
- 9) This warranty does not apply in cases of failure of Trans/Air product, which is attributable to failure of the end user to perform or provide preventative maintenance in accordance with Trans/Air's guidelines. Examples include, but are not limited to, failure to properly maintain belt tension, clean condenser coils, replace evaporator filters, maintain electrical systems to provide proper voltage to components, or check and tighten hardware or fittings, which may have loosened due to vibration. (See Trans/Air Preventive Maintenance Schedule)
- 10) This warranty does not apply to failure of Trans/Air product due to normal wear. Examples included but are not limited to, return air filters, refrigerant filters, power pack air filters, power pack fuel filters, power pack coolant hoses, any belts, lubricants, transit compressor oil collection rings, condenser and evaporator motor brushes, etc., all of which are considered to be expendable items.
- 11) This warranty does not apply to loss of refrigerant or any damage caused by loss of refrigerant unless directly attributable to the failure of a Trans/Air product which, at the time of the failure, was under warranty.
- 12) Trans/Air reserves the right to make changes in design or improvements to its products or parts thereof, without obligation to make or install of such changes or improvements on existing units or upon products covered by this warranty.
- 13) If Trans/Air makes a product improvement program available to the End User, Trans/Air reserves the right to limit the duration of the programs unless it is safety related. Expenses incurred in completing said product improvements after the closing date of the program are the responsibility of the End User.
- 14) Trans/Air's warranty shall not apply in the case of damage incurred during shipment, accidental damage, abuse, misuse, act of nature, or if the serial number is missing, or to any product which, in the sole opinion of Trans/Air, has been installed, altered or repaired in a manner affecting the efficiency or performance of the unit or inconsistent with Trans/Air's written procedures.
- 15) This warranty applies only within the boundaries of the whole United States, its territories, and Canada. For other available coverage that may be purchased, contact Trans/Air.

TRANS/AIR'S LIABILITY TO THE PURCHASER FOR DAMAGES FROM ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM (S) OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE OR OTHERWISE, SHALL BE LIMITED TO THE VALUE OF REPAIRS TO OR REPLACEMENT OF THE DEFECTIVE COMPONENTS DURING THE WARRANTY PERIOD, AS THE EXCLUSIVE REMEDY, AND STRAIGHT TIME LABOR CHARGES AS OUTLINED IN ITS CURRENT WARRANTY PROCEDURE MANUAL AND FLATE RATE LABOR SCHEDULE. IN NO EVENT SHALL TRANS/AIR BE LIABLE WHATSOEVER FOR ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS OR OTHER COMMERCIAL LOSSES FROM ANY CAUSE WHATSOEVER, WHETHER OR NOT TRANS/AIR HAS RECEIVED NOTICE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES OR LOSSES. TRANS/AIR WILL NOT BE LIABLE FOR ANY LOSS OCCURRING BECAUSE THE EQUIPMENT IS OUT OF SERVICE. NO ACTION OR PROCEEDING ARISING OUT OF, FOR BREACH OF, OR IN ANY MANNER RELATING TO THIS WARRANTY MAY BE BROUGHT BY ANYONE AFTER SIX (6) MONTHS FROM NOTIFICATION TO TRANS/AIR OF AN IN-WARRANTY FAILURE.

Trans/Air Manufacturing Corporation Limited Warranty

Subject to the conditions and limitations set forth below, for a period of two (2) years (with unlimited mileage) starting at the date of delivery to the End User and with proper registration documentation, Trans/Air Manufacturing Corporation (Trans/Air) warrants to the original owner, if still the user, that each manufactured system/component will be free from defects in factory workmanship and materials when used and maintained in accordance with the recommended procedures. Trans/Air will furnish new or remanufactured replacement parts and cover the cost of repair labor for two years following delivery in accordance with the current Trans/Air flat rate labor schedule when performed at an authorized Trans/Air Service Center. This is the End User's sole and exclusive remedy.

THIS IS TRANS/AIR'S SOLE WARRANTY AND IT IS FURNISHED IN LIEU OF ANY AND ALL OTHER WARRANTIES. TRANS/AIR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WHATSOEVER. NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR PARTICULAR PURPOSE IS MADE BY TRANS/AIR.

Conditions and Limitations

- 1) In order for a two (2) year system warranty to apply, the customer must purchase the evaporator(s), condenser(s), compressor(s), piping kits, electrical kits, mount kits and refrigeration hose from Trans/Air. If the full system is not purchased from Trans/Air, the two (2) year warranty applies to Trans/Air supplied evaporators and condensers only. All compressors, piping kits, and electrical kits purchased outside of a full system, will be considered a service part and will carry a 180 day warranty. All mount kits purchased outside of a full system, and used on a Trans/Air system, will be considered a service part and will carry a 180 day warranty. All mount kits purchased outside of a full system, and used on a system other than Trans/Air, will carry no warranty. All other components supplied by Trans/Air are covered by standard parts warranty (see #4 below). Extended warranty coverage may be purchased from Trans/Air at the time of purchase of the unit or system. Correction of a failure under this warranty does not extend the warranty beyond the standard two (2) year warranty period.
- 2) All auxiliary power pack engines are warranted by the engine manufacturer, only and not by Trans/Air. Trans/Air components assembled on auxiliary power packs are warranted for two (2) years or 1000 hours, whichever comes first.
- 3) Demonstration systems will be covered for the full original warranty period if delivered to an End User within 180 days after the installation date and the vehicle has not exceeded 6,000 miles at the time of delivery to the End User. If the vehicle does not meet these criteria the full warranty period may be obtained if the system passes Trans/Air's specific warranty inspection performed, at dealer's expense, at an authorized Trans/Air Service Center. Written proof that the system has passed inspection must be received by Trans/Air to complete warranty registration.
- 4) Service parts are warranted for a 180 day period from the date of sale or until the expiration of the original equipment warranty, whichever is later. (Compressors are warranted for 1 year) If required, parts covered by warranty must be returned to Trans/Air's factory in Dallastown, PA, by specified carrier freight prepaid, within standard Return Goods Authorization procedures, for evaluation, in order for Trans/Air to authorize any warranty claim.
- 5) Trans/Air will be responsible for the costs of repairs or replacement covered by warranty only if performed at an authorized Trans/Air Service Center. The Service Center is responsible for effecting repairs or replacement during the warranty period in accordance with current Trans/Air warranty procedures. A customer requesting service at a location other than an approved Service Center, or one requesting overtime, shall be responsible for all additional warranty repair expenses in excess of the flat rate allowed. Trans/Air is not responsible for towing charges.

Braun® Limited Warranty For Dual Parallel Arm Public Use Lifts

BRAUN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY. THIS EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES SHALL BE INDEPENDENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY, AND THIS EXCLUSION SHALL SURVIVE ANY DETERMINATION THAT THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY HAS FAILED OF ITS ESSENTIAL PURPOSE. This warranty does not cover, and in no event shall Braun be liable for towing charges, travel, lodging, or any other expense incurred due to the loss of use of the product or other reason.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

HOW TO GET SERVICE

To obtain warranty service the owner must do all of the following:

1. Notify an authorized service center, of the claimed defect attributable to Braun, within the warranty coverage period designated above
2. Provide the notification mentioned in (1), above, within ten (10) days of when the owner discovered, or should have discovered, the claimed defect
3. Promptly schedule an appointment with and take the product to an authorized service center for service.
4. Pay any transportation costs and all expenses associated with obtaining warranty service.

Since Braun does not control the scheduling of service work at the independent dealerships you may encounter some delay in scheduling or completion of work. If you need assistance you may contact Braun, at 631 West 11th Street, Winamac, Indiana 46996; 1-800-THE-LIFT, (843-5438).

If two (2) or more service attempts have been made to correct any covered defect that you believe impairs the value, use or safety of the product, or if it has taken longer than thirty (30) days for repairs to be completed, you must, to the extent permitted by law, notify Braun directly, in writing, at the above address, of the unsuccessful repair(s) of the alleged defect(s) so that Braun can become directly involved in providing service pursuant to the terms of this limited warranty.

WHAT IS NOT COVERED

This Limited Warranty does not cover any of the following: defects in materials, components or parts of the product not attributable to Braun, any material, component or part of the product that is warranted by another entity (Note: the written warranty provided by the manufacturer of the material, component or part is the direct responsibility of that manufacturer); items that are added or changed after the product leaves Braun's possession; additional items installed at any dealership, or other place of business, or by any other party, other than Braun; normal wear, tear, usage, maintenance, service, periodic adjustments, the effects of condensation or moisture from condensation; mold or any damage caused by mold; imperfections that do not affect the product for its intended purpose; items that are working as designed but that you are unhappy with; problems related to mis-operation, misuse, mishandling, neglect or abuse, including failure to maintain the product in accordance with the owner's manual, or other routine maintenance such as inspections, lubricating, adjustments, tightening of screws, sealing, wheel alignments or rotating tires; damage due to accident or collision, including any acts of weather or damage or corrosion due to the environment; theft, vandalism, fire, or other intervening acts not attributable to Braun; damage resulting from tire wear or tire failure; defacing, scratches, dents or chips on any interior or exterior surface of the product, including those caused by rocks or other road hazards, damage caused by off road use, overloading or alteration of the product, or any of its components or parts.

Defects and/or damage to interior and exterior surfaces and other appearance items may occur at the factory or when the product is in transit. These items are usually detected and corrected at the factory or by

Braun® Limited Warranty For Dual Parallel Arm Public Use Lifts

a dealer prior to delivery to the purchaser. You must inspect the product for this type of damage when you take delivery. If you find any such defect or damage you must notify the selling dealer, or Braun, at the time of delivery to have these items covered by this limited warranty and to have work performed on the items at no cost to you as provided by this limited warranty.

EVENTS DISCHARGING BRAUN FROM OBLIGATION UNDER WARRANTY

The following shall completely discharge Braun from any express or implied warranty obligation to repair or replace anything and void this warranty: misuse, neglect, collision, accidents, failure to provide routine maintenance (See Owner's Manual), unauthorized alteration, off road use, Acts of Nature, damage from weather or the environment, theft, vandalism, tampering, fire, explosions, overloading the product and odometer tampering.

LEGAL REMEDIES

Any action to enforce any portion of this limited warranty, or any implied warranty, must be commenced within six (6) months after expiration of the warranty coverage period designated above or the action will be barred because of the passage of time. Any performance of repairs shall not suspend this limitation period from expiring. Any performance of repairs after the warranty coverage period has expired, or performance of repairs regarding any thing excluded from coverage under this limited warranty shall be considered "good will" repairs, and they will not alter the terms of this limited warranty, or extend the warranty coverage period or the filing limitation period in this paragraph. In addition, since it is reasonable to expect that the product will need some service during the warranty period; this warranty does not extend to future performance. It only sets forth what Braun will do and does not guarantee anything about the product for any time period. Nothing in this warranty, or any action of Braun, or any agent of Braun, shall be interpreted as an extension of any warranty period or the filing limitation period in this paragraph. Some states do not allow a reduction in the statute of limitations, so this reduction may not apply to you.

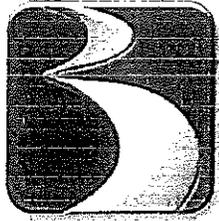
WARRANTY REGISTRATION and MISCELLANEOUS

Your warranty registration records should be completed and delivered to the appropriate companies, including the Braun Delivery Checklist & Warranty form. That form must be returned to Braun within twenty (20) days of purchase. The Braun warranty will not be registered unless this warranty registration is completed and received by Braun. Failure to file this warranty registration with Braun will not affect your rights under this limited warranty as long as you can present proof of purchase, but it can cause delays in obtaining the benefits of this limited warranty, and it changes the start date of the warranty to the date of final assembly of the product by Braun.

Braun agrees to repair or replace any of its factory installed parts found to have substantial defects within the appropriate warranty period designated above, provided that the repair is authorized by Braun and carried out by an authorized service center (a Braun labor schedule determines the cost allowance for repairs). Braun will not honor any warranty claim for repairs or replacement of parts unless the claim is submitted with the appropriate paperwork, and the work is completed by an independent, factory authorized service center. The appropriate paperwork can be obtained by written or phone contact with Braun at the contact information in this warranty.

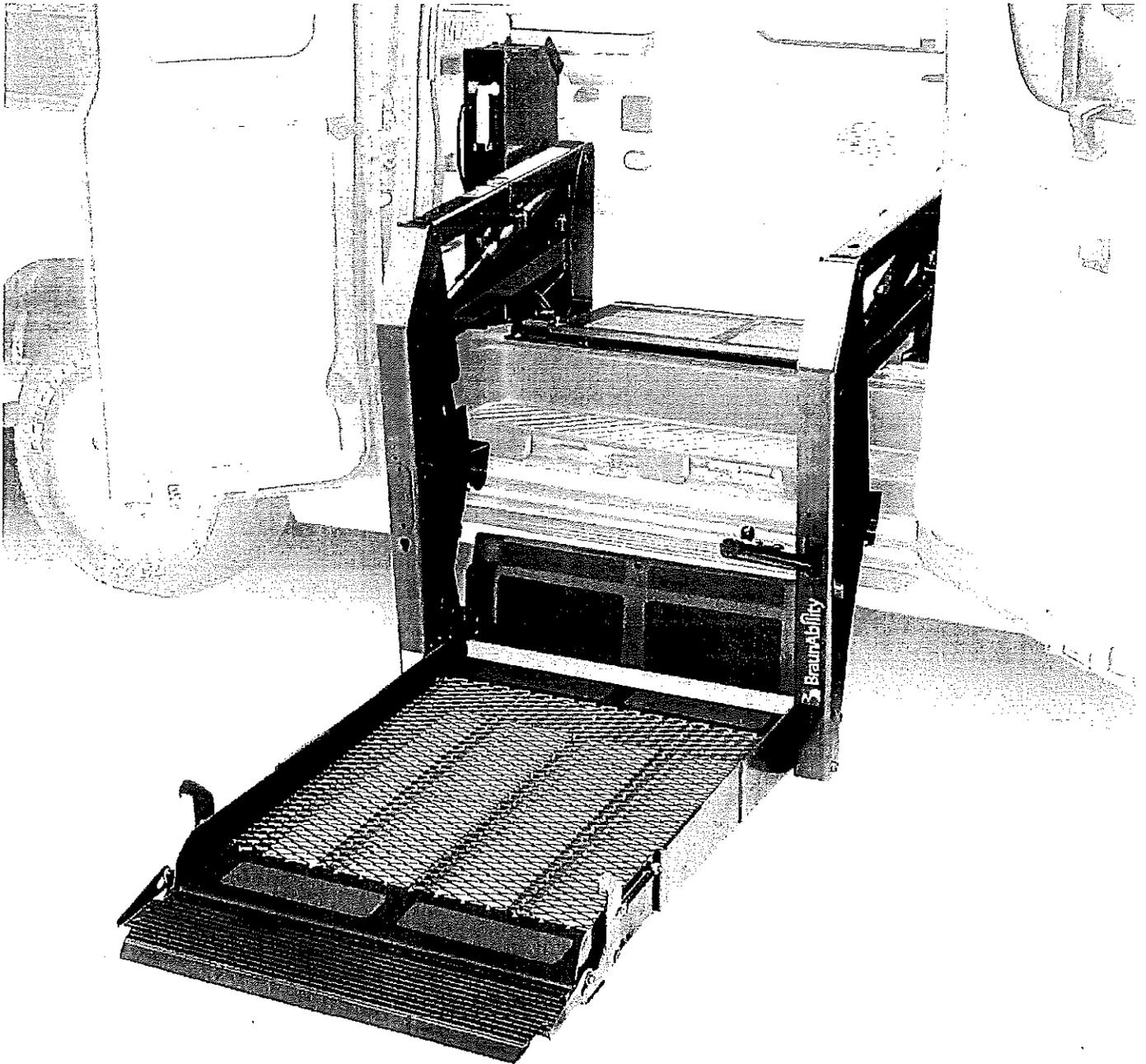
Braun reserves the right to designate where any warranty work can be performed. Braun also reserves the right to examine any defective workmanship or part prior to giving any authorization for warranty work. Braun's return authorization procedure must be adhered to in order to process any warranty claims.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.



BraunAbility[®]

2014 Private Use Application Guide • Issue 1 • 5-8-14



Century Series[™]

Century Series™ Features

The Century Series is an extremely versatile lift, designed to fit a variety of personal-use applications. The unique design allows the same lift to be used in the side or rear door of a full-size van, making it a great lift to keep in stock for faster service to your customers.

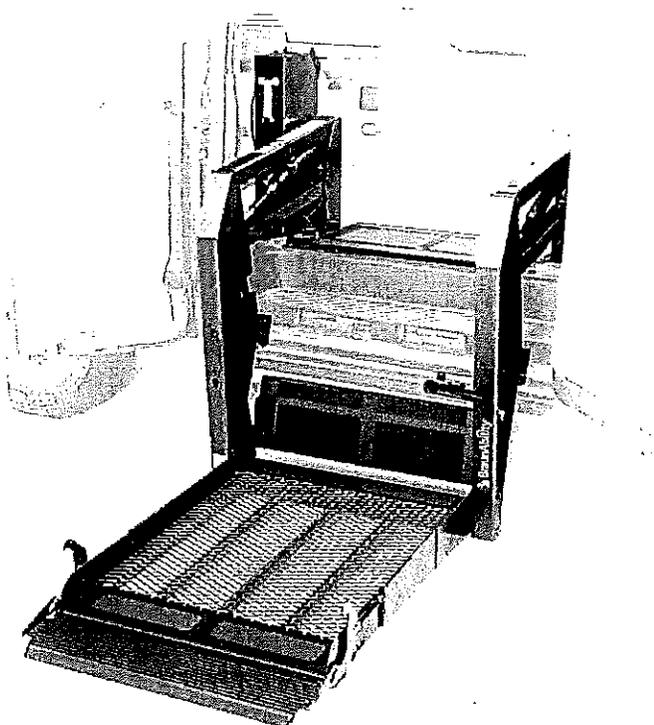
The Century Series features a 31" wide by 43" long platform.

The lift provides 42" of floor-to-ground reach and includes an "up/down" switch mounted on the switch arm, allowing the independent user to operate the lift.

In-door operators are available for Chevy/GMC and Ford side and rear swing doors. Side slide door operators are available for Chevy and Ford applications. 1992 and newer Ford vans with side slide doors need a slight modification to gain the additional width required.

As with all BraunAbility lifts, a number of options are available for your customers' convenience. Door operators offer the wheelchair user complete independence. Additional control stations allow the mobility package to be adapted to your customers' specific needs. And, for the ultimate in convenience, a remote control system will operate all lift and door functions.

- V.A. accepted
- Automatic fold and unfold
- Modular construction
- Durable powder-coated finish
- Integrated backup pump
- 8" automatic roll stop
- Designed for flat-floor and stepwell applications
- Designed for use with automatic door operators
- Can be used in vehicles without raised doors, maintaining "garageability."
- Color-coded rocker switches are easily operated by those with limited dexterity



Century Series™ Models

NCL955IB3143-2

NHTSA Compliant Usable Platform: 31" x 43"

Explanations of abbreviations: NCL955 IB 31 43 -2

IB = Inboard Barrier

31 = 31" Clear Platform Width

43 = 43" Clear Platform Length

-2 = Non-Electric Lift

General Function: Electrohydraulic, power up/gravity down operation

Operation: Hydraulic pump with two lifting cylinders

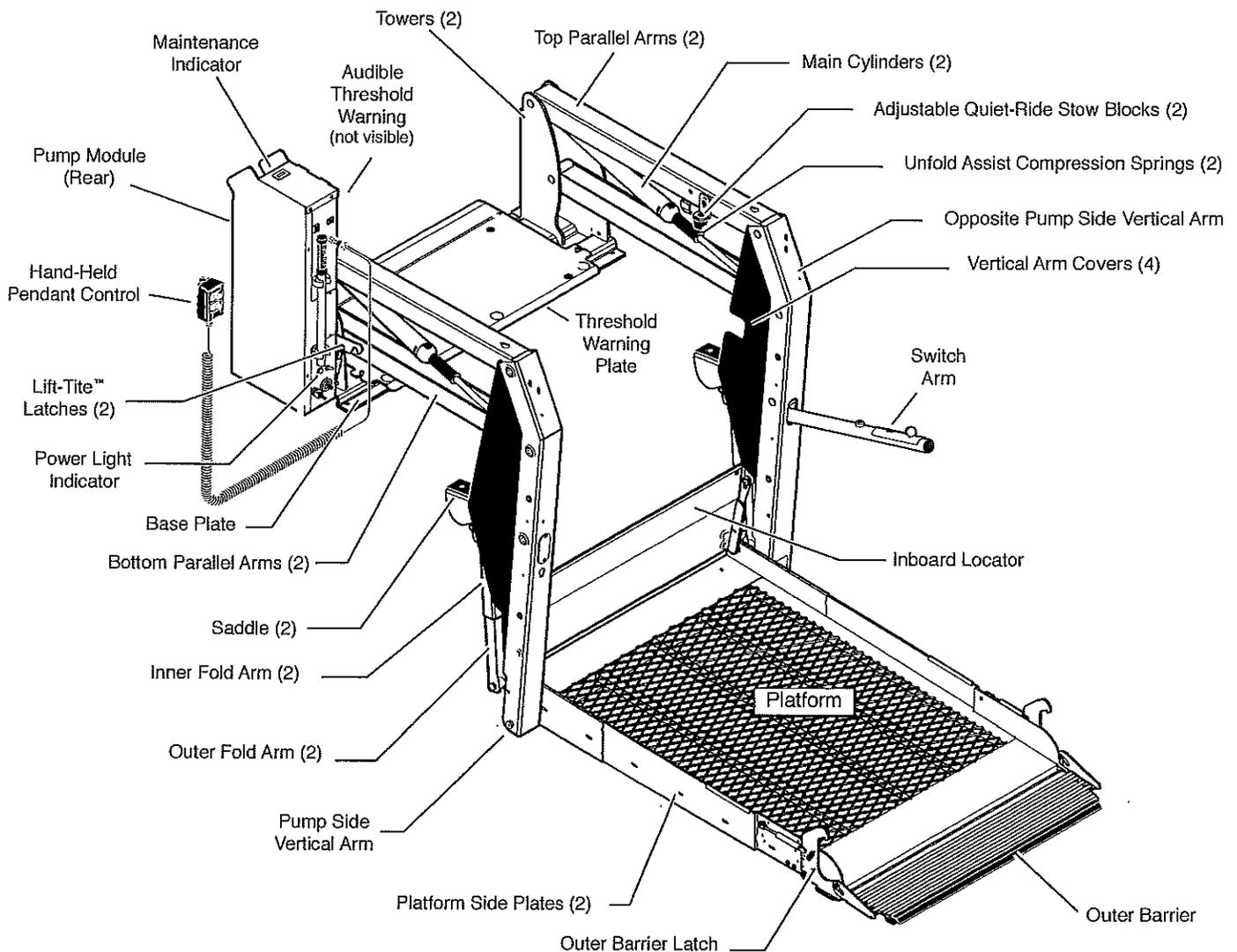
Control: Module mounted switches, handrail Up/Down switch, optional hand-held control box, and optional remote

Hydraulic: Pressure Max. 2,495 psi, Fluid is Univis HVI 26, oil reservoir is .33 gal

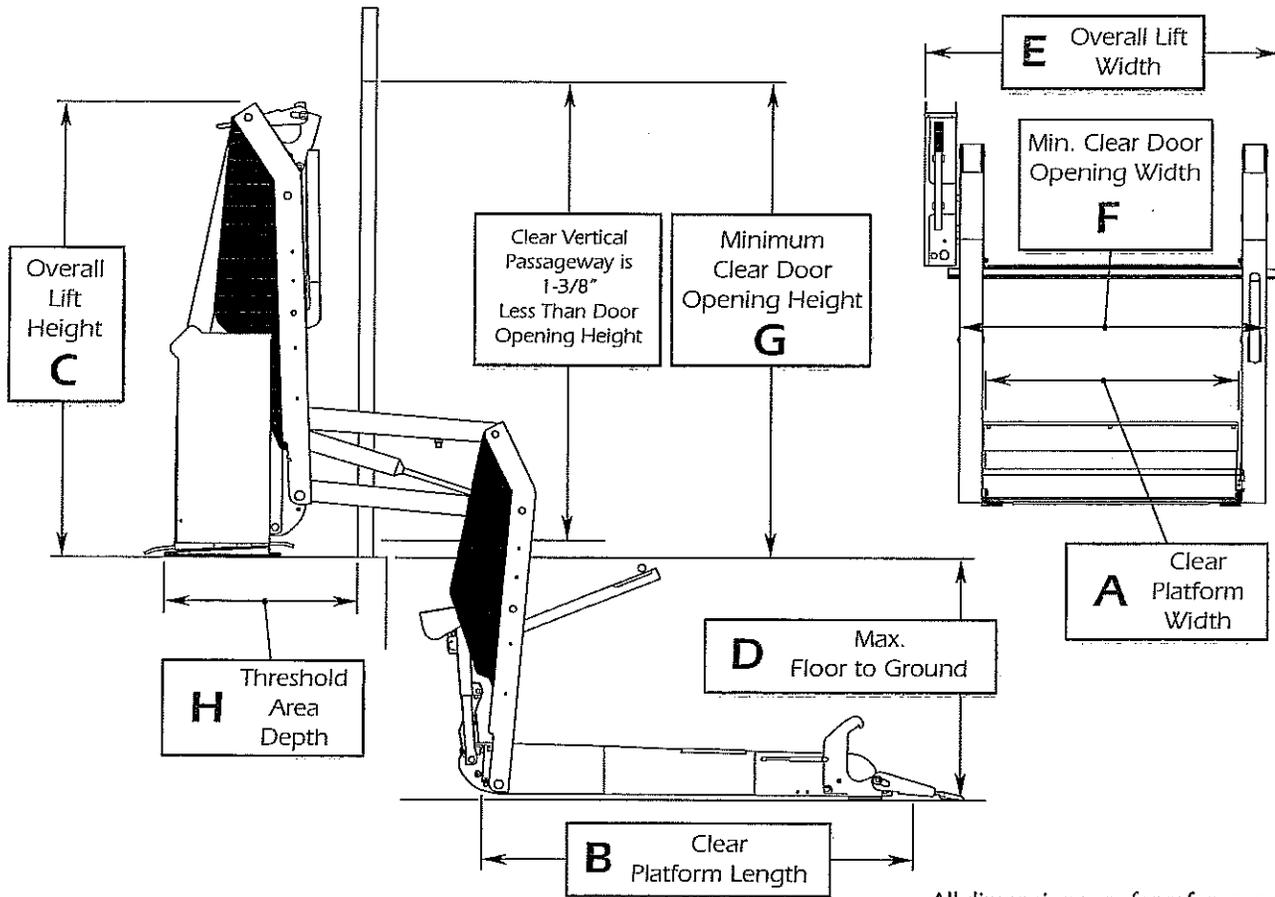
Construction: Steel structure with powder coat finish

Power Supply: 12V DC

Current Consumption: Max. 70A (12V)



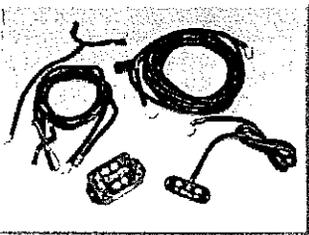
Century Series™ Dimensions



All dimensions are for reference only.

Century Series™			A	B	C	D	E	F	G	H
Lift Model Number	Lift Weight lbs	Lifting Capacity lbs	Clear Platform Width	Clear Platform Length	Overall Lift Height	Max. Floor to Ground	Overall Lift Width	Min. Clear Door Opening Width	Min. Clear Door Opening Height	Threshold Area Depth
NCL955IB3143-2	330	750	31"	43"	47-1/2"	42"	46"	40"	47"	18"

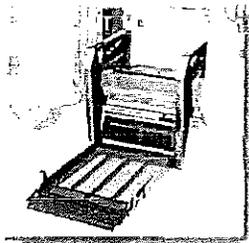
NHTSA Interlock Kit Options



* Plug & Play Kits are used in conjunction with Interlock Kits

- 36259 GM Interlock Kit - 2008 to 2014 Vans
- 36261 GM Plug & Play Kit* - 2008 to 2014 Vans
- 32541 GM Interlock Kit - 2001 to 2007 Vans
- 32543 GM Plug & Play Kit* - 2001 to 2002 Vans
- 36257 Ford Interlock Kit - 2008 to 2014 Vans
- 36260 Ford Plug & Play Harness* - 2008 to 2014 Vans
- 32538 Ford Interlock Kit - 2004 to 2007 Vans
- 32540 Ford Plug & Play Kit* - 2004-2006 with Trans Code A, F or Q
- 33678 Ford Plug & Play Kit* - 2007 with Trans Code Q
- 36152 Ford Transit Connect Interlock Kit - 2010 to 2013 Vans
- 32544 Universal Interlock Kit

NHTSA Installation Kits



	<u>Side Door</u>	Std. Length <u>Rear Door</u>	Ext. Length <u>Rear Door</u>
Ford	30956K	30957K	30970K-42
Ford Transit Connect		35819K	
GM	30958K	30959K	30981K
Sprinter (up to 2006)	28763K	31407K	
Sprinter (2007 to 2011)	34474KS	34120KS	
Nissan NV (2011 & Up)	37438K		

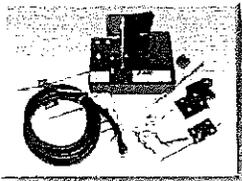
30955K (Standard Mounting Kit - Ships with all DPA lifts) - Van Mounting Kits contain floor reinforcements for 403/404 compliance.

Door Operator Kits



Swing Door Operators

		<u>Side Swing In-Door Operators</u> for pre-1996
GM	62409-000	<u>Side Swing In-Door Operators</u> for 1996 & Up
	62403-000	<u>Rear Swing In-Door Operators</u> for 1996 & Up
	62405-000	<u>Side Slide Door Operator</u> for Pre-1997
	32311A	<u>Side Slide Door Operator</u> for 1997 & Up
	32313A	
FORD	62400-000	<u>Side Swing In-Door Operators</u> for 1992 & Up (60/40)
	62402-000	<u>Rear Swing In-Door Operators</u> for 1992 & Up
	32311A	<u>Side Slide Door Operator</u> for pre-1992
	32312A	<u>Side Slide Door Operator</u> for 1992 & Up
SPRINTER	P50381A	<u>Side Slide Door Operator</u> (up to 2006)
	P50333A	<u>Rear Swing Door Operators</u> (up to 2006)
NISSAN NV	37648A	<u>Side Slide Door Operator</u> for 2011 & Up

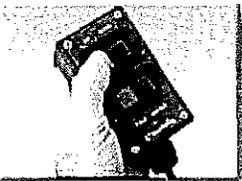


Slide Door Operator

Installation of 60000-series swing door operator kits requires the use of a template.

- 1996 & Up GM Vans: Side Left: 60461-000 Side Right: 60460-000
- 1992 & Up Ford Vans: Side Left: 60317-000 Side Right: 60318-000 Rear Left: 60392-000 Rear Right: 60393-000

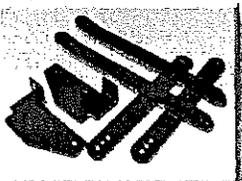
Century Series™ Lift Accessories



33659KS
Replacement
Hand-Held Control

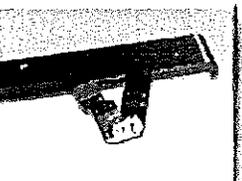


33911K
Remote Control System
34352KS
Replacement/Extra Trans.



34948KS Upper Tower Support Kit

33912K Third Station Control
33913K Outside Control Station



19395A96 Rear Bumper Replacement Kit for 1996 & Up GM

NOTE: When ordering 2001 and newer Ford Econoline and Club Wagon Chassis, use order code #762 to receive the painted rear bumper instead of the standard step bumper.

Century Series™ Specifications

THE BRAUNABILITY NCL955-2 CENTURY SERIES WHEELCHAIR LIFT SPECIFICATIONS

“Provided to make your spec writing easier.”

The wheelchair lift is compliant with Federal Motor Vehicle Safety Standard 403 for platform lift systems for motor vehicles. The lift shall have been tested to a minimum static load of 2400#. The lift shall have 800# rated lifting capacity. The base plate shall be a corrugated designed member to provide rigidity to minimize lift deflection when placed under load.

The power supply shall be a 12 volt electro-hydraulic system operating two single-acting cylinders. The hydraulic power pack system shall be of modular design allowing for easy removal and field replacement, if needed. The operation of the unit shall provide a smooth, jerk-free ride in both up and down directions. The power operation of the hydraulic cylinders shall be of a pull-type design for smooth lifting operation and improved synchronous arm movement. The pivot pins in the trunnion (knuckle) of the pivot arms shall be of stationary design. The hydraulic system shall be regulated by two separate relief valves, one of which is designed to prevent accidental stowing when occupied.

The hand control for lift operation shall be of a one-hand operation design made of durable plastic. The hand control will provide user with illuminated functions. The hand control cable shall be coiled with quick-change connections for ease of maintenance or field change.

The switch panel for lift operation shall be conveniently located and utilize wide paddle-type rocker switches designed for ease of operation by persons with limited use of their hands. Switches shall be permanently stamped with the appropriate function legend and color-coded, yellow for door open/close, orange for fold/unfold and red for lower/raise at peripheral control stations. Color-coded symbols shall appear on the lift instruction decal that correspond to the color of the switches to be operated.

A manual back-up system shall be provided to ensure operation of the lift in case of electrical failure. The backup system shall provide a reliable means of manually raising and lowering the lift while occupied. The back-up system shall fold and unfold the platform. The back-up pump shall be integrated with the hydraulic power pack system such that no hydraulic lines or fittings are required.

The platform shall be of steel construction and the surface shall be of see-through grating allowing for improved visibility and safer use in inclement weather. The platform shall have a usable wheelchair passageway width of 31 inches and a usable length of 43 inches.

The platform shall be automatically folded and unfolded and fully automatic in operation. The platform shall allow both inboard and outboard facing of wheelchair and mobility aid users. The platform entrance ramp shall be extruded aluminum for weight savings, have a rubber leading edge and raised ribs for traction. The outer barrier must not raise if occupied with 25 lbs. The outer barrier shall be the sole outboard wheelchair retention device and shall be interlocked and comply with the FMVSS 403 requirements. A switch arm shall be provided with a lower/raise switch positioned for the wheelchair passenger to use while on the platform. The lift must have a fail safe system to prevent stowing if solenoid welds.

All lift components shall be finished with a baked-on powder coating, which will meet a salt spray test of 1000 hours, to provide corrosion resistance and a long service life. BraunAbility Century Series to include but not limited to the following model numbers:

- NCL955IB3143-2



www.braunability.com

ISO 9001:2008

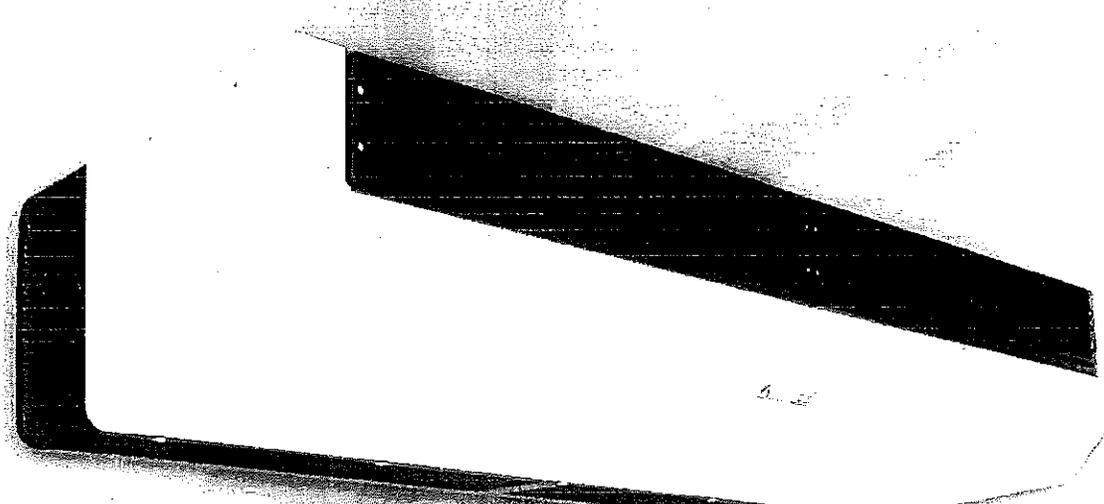
631 West 11th Street, Winamac, IN 46996, USA Phone: 574 946 6153 Fax: 574 946 4670



Trans/Air
Manufacturing Corporation

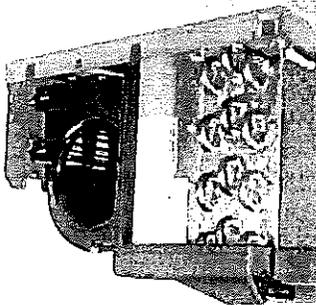
TA73 Evaporator

Industry exclusive 2 year, unlimited mileage, limited warranty

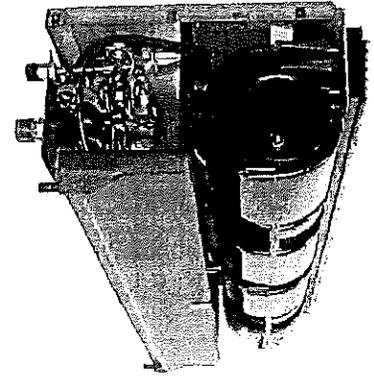
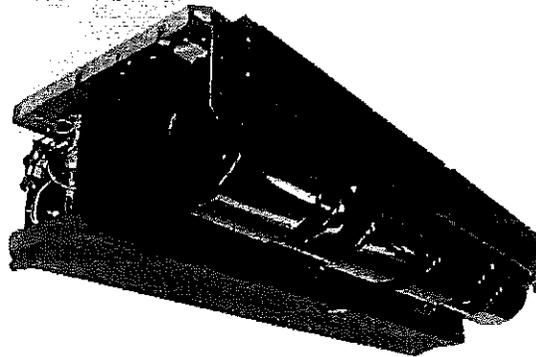


A rear or front mounted freeblow evaporator that can be used as a tie-in with OEM components or as part of a complete Trans/Air system

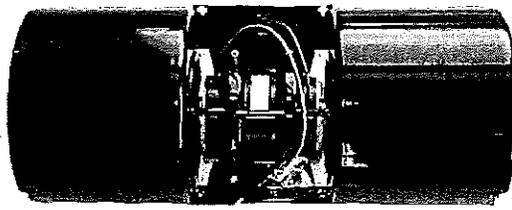
Durable ABS cover with unique drain pan that promotes proper condensate removal (available in white, gray, and spring white)



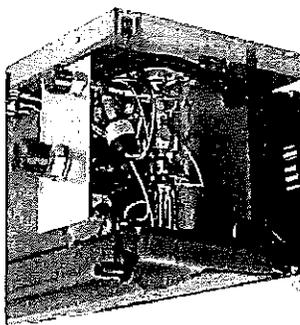
Enhanced tube & fin design provides highest capacity



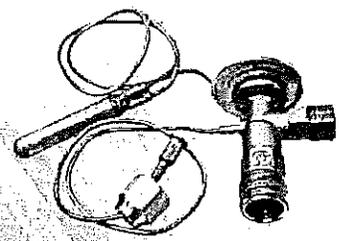
Heavy Duty galvanized steel enclosure for reduced air leakage and maximum durability



Blower assemblies come equipped with larger blower wheels for maximum air flow and motors utilize custom wound armatures for lower current draw and greater efficiency



4 Ton externally equalized, thermostatic expansion valve that precisely controls refrigerant and prevents liquid slugging to the compressor or starved evaporator



School & Commercial Bus Climate Control Design | Manufacture | Install | Service

Trans/Air Manufacturing Corporation is an ISO 9001 registered firm committed to providing world class climate control products and services to the bus and commercial vehicle markets. FM 39947



TA73 Evaporator

General

- Freeblow air distribution
- Weight lb (kg): 52.8 (24)
- Box Size in (mm): 45 x 22 x 14 (1140 x 560 x 360)
- Cube ft³ (m³): 8 (.23)

Cooling Capacity

- BTU/hr: 41,000 (SAE) to 65,000 (IMACA) *

Heating Capacity

- BTU/hr: 40,000 (Actual capacity varies based on engine operating temperature and hot water flow rate)

Cover

- ABS cover
- Separate drain pan with sump
- (2) Multi-directional louvers
- Washable / reusable filter
- (2) 5/8 in ID drain hoses

Blower Assemblies

- (4) 4.5 in diameter blower wheels
- Amperage draw: 16.9 Amps @ 13.5 Vdc (8.5 Amps @ 27 Vdc)
- Total air flow 1480 ft³/min (2515 m³/hr) @ 0 static
- (2) Double shafted, single speed, permanent magnet motors

Evaporator Coil

- (1) Coil
- Face area in² (cm²): 280 (1806)
- 3/8 in enhanced copper tubing
- Fins: 0.006 in raised lance, 10 FPI
- (3) Row

Electrical

- Color coded in fire retardant loom
- Low and high pressure switches

Expansion Valve

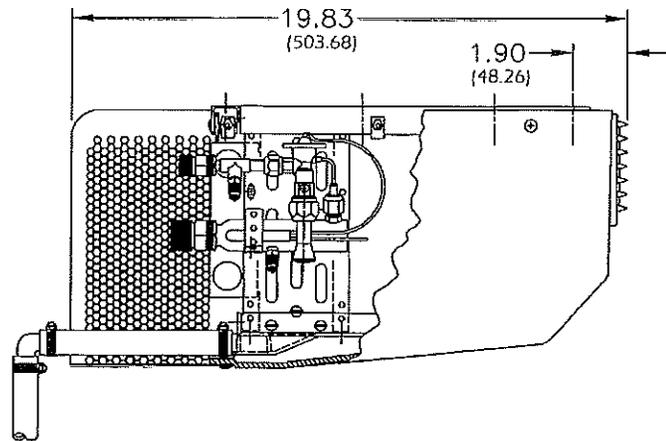
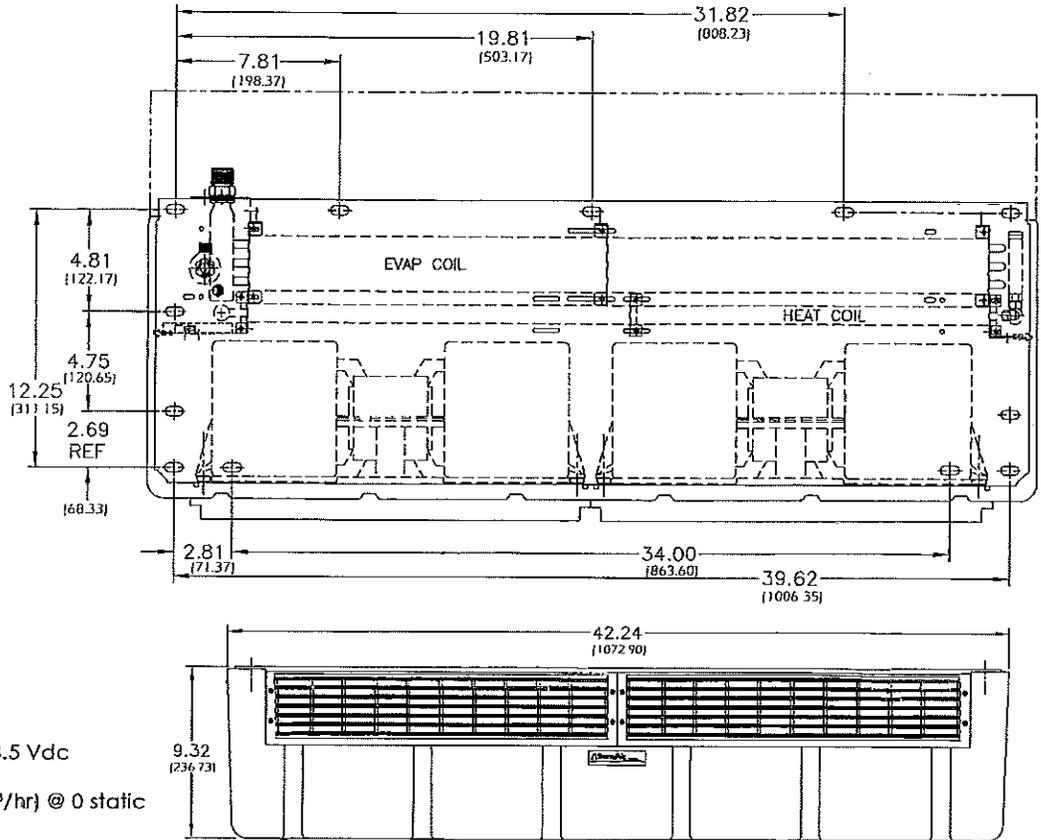
- (1) 4 Ton externally equalized thermostatic type

Available Options

- Metal cover for use with OEM installation
- Heat coil used with positive isolator valve. Isolator valve and heater hose not included.
- Coil corrosion protection

Warranty

- 2 year unlimited mileage limited warranty within the continental U.S. and Canada. Terms of Trans/Air's domestic and export warranty policies are available upon request.



* Actual BTU/hr is dependant on system combination and rating conditions used

- Specifications subject to change without notice
- All measurements in standard (metric)
- Contact Trans/Air for more information

8



Ford Motor Company

Is proud to recognize

Starcraft (Forest River)

as a participant in the

Transit Bus

Qualified Vehicle Modifier Program

Richard D. Cupka -- SVE Quality Programs Mgr.

July, 2015



9

LICENSE CERTIFICATE

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND
MOTOR VEHICLES
DIVISION OF MOTORIST SERVICES

CREATIVE BUS SALES INC
14740 RAMONA AVE
CHINO, CA 91710-5747

License

FOR A DEALER IN FRANCHISED
MOTOR VEHICLES

LICENSE NUMBER
VF/1036300/1

PRIMARY LOT

EFFECTIVE DATE

12/18/2015

EXPIRATION DATE

12/31/2017

THIS CERTIFIES, THAT

CREATIVE BUS SALES INC

AT 8600 ATLANTIC BLVD
JACKSONVILLE, FL 32211

IS HEREBY LICENSED UNDER THE PROVISIONS OF SECTION

320.27, FLORIDA STATUTES TO CONDUCT AND CARRY ON BUSINESS AS
A DEALER IN FRANCHISED MOTOR VEHICLES AT THE ABOVE DESCRIBED
LOCATION

GIVEN UNDER MY HAND AND SEAL THE ABOVE DATE WRITTEN.

Julie W. Gentry

BUREAU CHIEF



Robert R. Kynoch

DIRECTOR

BSMV 84103 (REV. 2/11)S

STATE OF FLORIDA

VOID
IF
ALTERED

VOID
IF
ALTERED

10

WARRANTY & POLICY MANUAL

SECTION 3 – WARRANTY COVERAGES CARS & LIGHT TRUCK COVERAGE

FORD/LINCOLN CARS & LIGHT TRUCKS

WARRANTY COVERAGE SUMMARY CHARTS

The warranty coverage's for cars and light trucks are summarized in chart form in this section. The summary charts are organized by model year and provide time and mileage limits for:

- New Vehicle Warranty coverage
- Powertrain coverage
- Corrosion Perforation coverage
- Safety Restraint coverage
- Battery coverage
- Ford Powerstroke 6.0L Diesel Engines

IMPORTANT: The information shown on the following charts is of a summary nature. For more complete information see the applicable Warranty Guide or specific areas of this manual (e.g., Emissions, Service Parts).

2013 - 2015 Model Cars and Light Trucks (Up To 550 Series)

WARRANTY SUMMARY CHART							
COVERAGES <small>(Coverage expires when time or mileage limit is reached)</small>	2 yrs. 24,000 MILES	3 yrs. 36,000 MILES	4 yrs. 50,000 MILES	5 yrs. 50,000 MILES	5 yrs. 60,000 MILES	6 yrs. 70,000 MILES	8 yrs. 80,000 MILES
(MILEAGE EXCEPTIONS ARE INDICATED BELOW)							
New Vehicle Warranty Coverage • Ford Vehicles (1) (2) (3) (4) • Lincoln Vehicles (1) (2) (3) (4)	No Deductible						
Powertrain Coverage • Ford Vehicles • Lincoln Vehicles	No Deductible						
Corrosion Perforation	Unlimited Miles						
Powerstroke® Diesel Engine	100,000 Miles					No Deductible	
Hybrid / Electric Unique Components (6) (7)	100,000 Miles						
Safety Restraint	No Deductible						
Battery • Ford • Lincoln	No Deductible						
Towing/Roadside Assistance (5)	Covered under all warranties – refer to Section 6 for more details						
Damage / Maintenance	Not covered by Ford						

1. Windshield replacement coverage due to stress cracks is 12 months or 12,000 miles (whichever comes first) even if caused by use and/or exposure to the elements.
2. Brake pad/lining replacement coverage is 12 months/18,000 miles, whichever occurs first, for normal wear or defect.
3. Tire repairs, replacements, or adjustments due to defects in the factory-supplied materials or workmanship are covered during the Bumper to Bumper coverage period. Pro Rata adjustments are applied for tire replacement beyond 12,000 miles. Reference the tire section of this manual for reimbursement schedule. Warranty coverage is not provided for normal wear or worn-out tires. Wheel alignments and/or tire balancing (unless required by a warranty repair) are not covered beyond 12 months or 12,000 miles, whichever comes first.
4. Certain vehicles equipped with Livery or Limousine packages are eligible for extended warranty or Extended Service Plan coverage. Refer to the Limousine / Livery Coverage within this section for details.
5. Roadside Assistance is separate from the New Vehicle Limited Warranty. It begins at the warranty start date and lasts for 5 years or 60,000 miles (whichever occurs first). Ford will pay the tow charge for a covered repair after 5/60,000.
6. Hybrid unique covered parts: High-voltage battery, hybrid continuously variable transmission, Inverter System Controller (ISC), DC/DC converter, high-voltage battery connector, battery pack fan assembly, thermistor probe, Hybrid Battery Pack Sensor Module (HBPSM), Battery Energy Control Module (BECM), and the PHEV onboard charger.
7. Focus Electric unique parts: high-voltage battery packs, high voltage charger, DC/DC convertor, Electric Drive Module Assembly (includes electric motor and gearbox), Trans range and charge cord.



a division of Forest River, Inc.

STARCRAFT COMMERCIAL BUS WARRANTY

NOTICE

Please return the warranty registration card to register the warranty with STARCRAFT BUS so that Starcraft Bus may record your rights under this limited warranty and to assure prompt assistance. Your dealer will provide the warranty card for you to sign. If you do not remember signing a STARCRAFT BUS warranty card at the time of delivery, please contact your dealer.

1. Who Warrants the product

The product, as described and limited here, is warranted by the manufacturer and installer of the body: STARCRAFT BUS, Division of Forest River, Inc., hereinafter referred to as STARCRAFT BUS, 2367 Century Drive, Goshen, IN; an Indiana Corporation; and is administered by the STARCRAFT BUS Customer Service Dept., Goshen, Indiana 46528.

2. Who Is Covered

STARCRAFT BUS, the warrantor, extends this limited warranty to the original owner of the vehicle during the WARRANTY PERIOD.

3. What Is Covered

STARCRAFT BUS, your warrantor, extends the following limited warranty to you, which limited warranty covers your conversion only as to material defects in all materials and workmanship supplied by or performed by STARCRAFT BUS.

4. Warranty Period

The STARCRAFT BUS limited warranty is for a period of one (1) year from the date of first delivery or 12,000 miles for the Xpress; Starquest; Starlite; Allstar; Allstar XL; MVP; Ultrastar, and the XLT, whichever occurs first, except for other coverages listed under "Other Warranties that may Apply" and items listed under "Exclusions and Limitations" and "Limits of the Warranty."

5. Extended Warranty on Structural Items

Warrantor warrants to the original purchaser for a period of five (5) years from the date of first delivery or 100,000 miles, whichever comes first, that this produce shall be free of SUBSTANTIAL DEFECTS arising out of or relating to the structural portion of the product. THIS STRUCTURAL WARRANTY IS INTENDED TO COVER ONLY THE PERFORMANCE OF THE STEEL CAGE STRUCTURE OF THE BUS BODY for the Xpress; Starquest; Starlite; Allstar; Allstar XL; MVP; Ultrastar, and the XLT.

Custom paint and/or tape application, if performed by STARCRAFT BUS, is warranted to be free of substantial defects in workmanship and materials provided by STARCRAFT BUS for one (1) year (12 months) from date of original purchase.

6. Other Warranties That May Apply

STARCRAFT BUS does not warrant the base vehicle itself. The vehicle engine, chassis, drive train, suspension system, battery, and other chassis components are covered by a separate warranty offered by the manufacturer of the vehicle and administered by the manufacturer's authorized dealers. The tire manufacturer separately warrants tires. Examples of other manufacturer warranties, which may include the following, but not limited to:

- Electrical Components
- Air Conditioning and Heater(s)
- Wheelchair Restraints and Wheelchair Lifts

For a complete list of items and their respective warrantor, please contact Starcraft Bus Customer Service Department.

7. Owner's Responsibility

Proper maintenance and cleaning of the exterior and interior of the vehicle is the responsibility of the owner. See the owner's manual for proper care instructions. Defects or damage as a result of improper care or maintenance are not covered by the warranty.

8. Exclusions and Limitations

Damage caused by abuse, misuse, neglect, failure to observe reasonable and required maintenance practices, acid rain, accidents, natural disasters, acts of war and normal wear and tear and facing of fabrics, carpeting and/or fiberglass are not covered. Light bulbs and fuses are not covered.

Damage or deterioration to the physical appearance of the unit if such damage is the result of normal use, wear and tear, or exposure to the elements.

Damages that may occur to the chassis, frame, other parts or components that occur due to overloading will not be covered and may invalidate portions of the STARCRAFT BUS warranty.

Cosmetic or surface corrosion resulting from stone chips or scratches in paint are not covered.

STARCRAFT BUS does not cover accessories covered by their own manufacturer's warranties. Those items listed in paragraph 6 above are not covered or warranted by STARCRAFT BUS.

Replacement parts provided under terms of the warranty will whenever possible, match original equipment. When necessary, STARCRAFT BUS will substitute parts of comparable function and value. Defective items may be replaced with new, remanufactured, reconditioned or repaired components.

Modifications, alterations or repairs performed by unauthorized personnel may invalidate portions of the STARCRAFT BUS warranty. In addition, USING THIS VEHICLE TO TOW ANOTHER VEHICLE IS PROHIBITED AND MAY VOID WARRANTY. Contact STARCRAFT BUS Customer Service before you make any changes.

9. Recovery Limitations

NO PERSON SHALL BE ENTITLED TO RECOVER FROM WARRANTOR FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO ANY DEFECT IN THE PRODUCT. These limitations include, but are not limited to, loss of time; loss of use; loss of revenues, salaries or commissions; towing charges; bus fares; car rentals; gasoline expenses; telephone charges; inconvenience or other incidental damages.

10. How to get warranty service

To obtain warranty service, contact or visit the dealership where you originally purchased your vehicle or another warranty service facility designated by STARCRAFT BUS. Have the dealership contact Starcraft bus Customer Service Department for authorization to have a warranty claim submitted. If you or your dealer has moved, or if your dealer is no longer in business, contact STARCRAFT BUS Customer Service Department (see address and telephone numbers below) for the name of a STARCRAFT BUS dealer nearest you. Your claim must be made within 30 days of the discovery of the defect. Based on the determination of STARCRAFT BUS, and subject to the terms of the warranty, the warranty repair work will be authorized by STARCRAFT BUS.

All warranty claims must be reported within the warranty period. Warranty personnel must authorize all warranty service prior to performance. Warranty service may be reported directly to the warrantor or to one of their authorized dealers. If warranty personnel approve warranty service, you must leave the unit at the appropriate warranty service location for a sufficient time to perform service.

11. Who Performs Warranty Service

The best place to obtain warranty service is at the dealership where you originally purchased your bus. If the dealership cannot perform the service work, they should call STARCRAFT BUS Customer Service Department for assistance (see number below). If you are unable to visit your original dealer, contact STARCRAFT BUS Customer Service Department (address below) for the name and location of a STARCRAFT BUS dealer near you.

12. Dispute Resolution

Should you be unable to resolve a disagreement with your dealer regarding your right to pursue warranty coverage for a needed repair, contact the STARCRAFT BUS Customer Service Department (see address below). If a dispute about warranty service arises between STARCRAFT BUS and you, the owner, the disagreement will be resolved in accordance with the customary procedures of the American Arbitration Association relating to commercial transactions, or the dispute will be submitted to a panel of three (3) arbitrators for decision. The panel will be made up of one member appointed by STARCRAFT BUS, one member appointed by the complainant/owner, and one member from the arbitrators group mentioned above. Any and all legal remedies shall be available to the owner after pursuing this informal dispute resolution if a ruling is entered against STARCRAFT BUS and STARCRAFT BUS fails to abide by the ruling. The expenses of arbitration will be paid by the party against whom the arbitrator(s) rule.

13. Limits Of Warranty

This written statement of limited warranty represents the entire warranty authorized and offered by STARCRAFT BUS. There are no warranties or representations beyond those expressed in this written document. Any dealership, salesperson or agent cannot amend it. It expressly limits all warranties, including, but not limited to, by way of specification, both express and implied warranties, including warranties or merchantability and fitness for a particular purpose along with all other liabilities or obligations of STARCRAFT BUS.

FEDERAL COMPLIANCE

THE TERMS OF THE WARRANTOR'S UNDERTAKING EXPRESSED IN THIS LIMITED WARRANTY ARE DRAFTED TO COMPLY WITH THE MAGNUSEN MOSS WARRANTY LEGISLATION, P.L. 93-637 OF 1974, AND OTHER APPLICABLE LAW. ANY WARRANTY PROVISIONS PROMULGATED BY THE FEDERAL TRADE COMMISSION PURSUANT TO RULES OR ANY OTHER LAW RELATIVE THERETO ARE EXPRESSLY INCORPORATED HEREIN. TO THE EXTENT ANY PROVISIONS OF THIS LIMITED WARRANTY ARE INCONSISTENT WITH STATE LAWS, ONLY THOSE PARTS INCONSISTENT ARE VOID.

STARCRAFT BUS
Division of Forest River, Inc.
CUSTOMER SERVICE DEPT.
2367 Century Drive
Goshen, IN 46528
Phone: 800.348.7440
Fax: 574.642.4853

Braun® Limited Warranty

WARRANTY COVERAGE AND WARRANTY COVERAGE TIME PERIODS

The Braun Corporation ("Braun") warranty covers certain parts of this wheelchair lift for three (3) years or 10,000 cycles and the cost of labor to repair or replace those parts for one (1) year or 3,000 cycles. This limited warranty covers substantial defects in materials and workmanship of the lift, provided that the lift is operated and maintained properly and in conformity with the owner's manual. The warranty period begins on the date that the product is delivered to the first retail purchaser by an independent, authorized dealer of Braun, or, if the dealer places the product into any type of service prior to retail sale, on the date the dealer first places the product in such service. This limited warranty applies only to the first purchaser. It may not be transferred.

WHAT BRAUN WILL DO TO CORRECT PROBLEMS

In the event that a substantial defect in material or workmanship, attributable to Braun, is found to exist during the first year of warranty coverage, it will be repaired or replaced, at Braun's option, without charge for parts or labor to the owner, in accordance with the terms, conditions and limitations of this limited warranty. If the substantial defect in material or workmanship, attributable to Braun, is found to exist during the second or third year of warranty coverage, it will be repaired or replaced, at Braun's option, without charge to the owner for parts, only, in accordance with the terms, conditions and limitations of this limited warranty. The cost of labor for any repair or replacement in the second and third year of warranty coverage is the sole responsibility of the owner. This warranty does not cover labor costs in the second or third year of coverage.

Braun's obligation to repair or replace defective materials or workmanship is the sole obligation of Braun under this limited warranty. Braun reserves the right to use new or remanufactured parts of similar quality to complete any work, and to make parts and design changes from time to time without notice to anyone. Braun reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any previously manufactured product. Braun makes no warranty as to the future performance of this product, and this limited warranty is not intended to extend to the future performance of the product. In addition, the owner's obligation to notify Braun, or one of its authorized, independent dealers, of a claimed defect does not modify any obligation placed on the owner to contact Braun directly when attempting to pursue remedies under state or federal law.

LIMITATIONS, EXCLUSIONS AND DISCLAIMER OF IMPLIED WARRANTIES

ANY IMPLIED WARRANTY THAT IS FOUND TO ARISE BY WAY OF STATE OR FEDERAL LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS, IS LIMITED IN DURATION TO THE TERMS OF THIS LIMITED WARRANTY AND IS LIMITED IN SCOPE OF COVERAGE TO THE SCOPE OF COVERAGE OF THIS LIMITED WARRANTY.

Braun disclaims any express or implied warranty, including any implied warranty of fitness or merchantability, on items excluded from coverage as set forth in this limited warranty. Braun makes no warranty of any nature beyond that contained in this limited warranty. No one has authority to enlarge, amend or modify this limited warranty, and Braun does not authorize anyone to create any other obligation for it regarding this product. Braun is not responsible for any representation, promise or warranty made by any independent dealer or other person beyond what is expressly stated in this limited warranty. Any selling or servicing dealer is not Braun's agent, but an independent entity.

BRAUN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY. THIS EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES SHALL BE INDEPENDENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY, AND THIS EXCLUSION SHALL SURVIVE ANY DETERMINATION THAT THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY HAS FAILED OF ITS ESSENTIAL PURPOSE. This warranty does not cover, and in no event shall Braun be liable for towing charges, travel, lodging, or any other expense incurred due to the loss of use of the product or other reason.

Braun® Limited Warranty

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

HOW TO GET SERVICE

To obtain warranty service the owner must do all of the following:

1. Notify an authorized service center, of the claimed defect attributable to Braun, within the warranty coverage period designated above.
2. Provide the notification mentioned in (1), above, within ten (10) days of when the owner discovered, or should have discovered, the claimed defect.
3. Promptly schedule an appointment with and take the product to an authorized service center for service.
4. Pay any transportation costs and all expenses associated with obtaining warranty service.

Since Braun does not control the scheduling of service work at the independent dealerships you may encounter some delay in scheduling or completion of work. If you need assistance you may contact Braun, at 631 West 11th Street, Winamac, Indiana 46996; 1-800-THE-LIFT, (843-5438).

If two (2) or more service attempts have been made to correct any covered defect that you believe impairs the value, use or safety of the product, or if it has taken longer than thirty (30) days for repairs to be completed, you must, to the extent permitted by law, notify Braun directly, in writing, at the above address, of the unsuccessful repair(s) of the alleged defect(s) so that Braun can become directly involved in providing service pursuant to the terms of this limited warranty.

WHAT IS NOT COVERED

This Limited Warranty does not cover any of the following: defects in materials, components or parts of the product not attributable to Braun, any material, component or part of the product that is warranted by another entity (Note: the written warranty provided by the manufacturer of the material, component or part is the direct responsibility of that manufacturer); items that are added or changed after the product leaves Braun's possession; additional items installed at any dealership, or other place of business, or by any other party, other than Braun; normal wear, tear, usage, maintenance, service, periodic adjustments, the effects of condensation or moisture from condensation; mold or any damage caused by mold; imperfections that do not affect the product for its intended purpose; items that are working as designed but that you are unhappy with; problems related to misuse, mishandling, neglect or abuse, including failure to maintain the product in accordance with the owner's manual, or other routine maintenance such as inspections, lubricating, adjustments, tightening of screws, sealing, wheel alignments or rotating tires; damage due to accident or collision, including any acts of weather or damage or corrosion due to the environment; theft, vandalism, fire, or other intervening acts not attributable to Braun; damage resulting from tire wear or tire failure; defacing, scratches, dents or chips on any interior or exterior surface of the product, including those caused by rocks or other road hazards, damage caused by off road use, overloading or alteration of the product, or any of its components or parts.

Defects and/or damage to interior and exterior surfaces and other appearance items may occur at the factory or when the product is in transit. These items are usually detected and corrected at the factory or by a dealer prior to delivery to the purchaser. You must inspect the product for this type of damage when you take delivery. If you find any such defect or damage you must notify the selling dealer, or Braun, at the time of delivery to have these items covered by this limited warranty and to have work performed on the items at no cost to you as provided by this limited warranty.

Braun® Limited Warranty

EVENTS DISCHARGING BRAUN FROM OBLIGATION UNDER WARRANTY

The following shall completely discharge Braun from any express or implied warranty obligation to repair or replace anything and void this warranty: misuse, neglect, collision, accidents, failure to provide routine maintenance (See Owner's Manual), unauthorized alteration, off road use, Acts of Nature, damage from weather or the environment, theft, vandalism, tampering, fire, explosions, overloading the product and odometer tampering.

LEGAL REMEDIES

Any action to enforce any portion of this limited warranty, or any implied warranty, must be commenced within six (6) months after expiration of the warranty coverage period designated above or the action will be barred because of the passage of time. Any performance of repairs shall not suspend this limitation period from expiring. Any performance of repairs after the warranty coverage period has expired, or performance of repairs regarding any thing excluded from coverage under this limited warranty shall be considered "good will" repairs, and they will not alter the terms of this limited warranty, or extend the warranty coverage period or the filing limitation period in this paragraph. In addition, since it is reasonable to expect that the product will need some service during the warranty period, this warranty does not extend to future performance. It only sets forth what Braun will do and does not guarantee anything about the product for any time period. Nothing in this warranty, or any action of Braun, or any agent of Braun, shall be interpreted as an extension of any warranty period or the filing limitation period in this paragraph. Some states do not allow a reduction in the statute of limitations, so this reduction may not apply to you.

WARRANTY REGISTRATION and MISCELLANEOUS

Your warranty registration records should be completed and delivered to the appropriate companies, including the Braun Delivery Checklist & Warranty form. That form must be returned to Braun within twenty (20) days of purchase. The Braun warranty will not be registered unless this warranty registration is completed and received by Braun. Failure to file this warranty registration with Braun will not affect your rights under this limited warranty as long as you can present proof of purchase, but it can cause delays in obtaining the benefits of this limited warranty, and it changes the start date of the warranty to the date of final assembly of the product by Braun.

Braun agrees to repair or replace any of its factory installed parts found to have substantial defects within the appropriate warranty period designated above, provided that the repair is authorized by Braun and carried out by an authorized service center (a Braun labor schedule determines the cost allowance for repairs). Braun will not honor any warranty claim for repairs or replacement of parts unless the claim is submitted with the appropriate paperwork, and the work is completed by an independent, factory authorized service center. The appropriate paperwork can be obtained by written or phone contact with Braun at the contact information in this warranty.

Braun reserves the right to designate where any warranty work can be performed. Braun also reserves the right to examine any defective workmanship or part prior to giving any authorization for warranty work. Braun's return authorization procedure must be adhered to in order to process any warranty claims.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

Braun® Limited Warranty For Dual Parallel Arm Public Use Lifts

WARRANTY COVERAGE AND WARRANTY COVERAGE TIME PERIODS

The Braun Corporation ("Braun") warranty covers certain parts of this wheelchair lift for three (3) years or 10,000 cycles and the cost of labor to repair or replace those parts for one (1) year or 3,000 cycles. If The Braun Corporation receives the warranty registration card within 20 days after the lift is put into service, the warranty labor coverage will increase from one (1) year or 3,000 cycles to three (3) years or 10,000 cycles. In addition, providing the warranty registration card is returned as noted above, the following lift's power train parts are warranted for five (5) years or 15,000 cycles: Cable, Cylinder, Flow Control, Gear Box, Motor, Pump, Hydraulic Hose and Fittings. This limited warranty covers substantial defects in materials and workmanship of the lift, provided that the lift is operated and maintained properly and in conformity with the owner's manual. The warranty period begins on the date that the product is delivered to the first retail purchaser by an independent, authorized dealer of Braun, or, if the dealer places the product into any type of service prior to retail sale, on the date the dealer first places the product in such service. This limited warranty applies only to the first purchaser. It may not be transferred.

WHAT BRAUN WILL DO TO CORRECT PROBLEMS

In the event that a substantial defect in material or workmanship, attributable to Braun, is found to exist during the first year of warranty coverage, it will be repaired or replaced, at Braun's option, without charge for parts or labor to the owner, in accordance with the terms, conditions and limitations of this limited warranty. If the substantial defect in material or workmanship, attributable to Braun, is found to exist during the second or third year of warranty coverage, it will be repaired or replaced, at Braun's option, without charge to the owner for parts, only, in accordance with the terms, conditions and limitations of this limited warranty. Providing the warranty card is returned within 20 days as outlined above, the labor warranty period will be extended by two years of coverage in accordance with the terms, conditions, and limitations of this limited warranty. In addition, if a substantial defect in material or workmanship, attributable to Braun, is found to exist during the fourth or fifth year of warranty coverage to the following lift's power train parts: Cable, Cylinder, Flow Control, Gear Box, Motor, Pump, Hydraulic Hose and Fittings, it will be repaired or replaced, at Braun's option, without charge to the owner for parts, only, in accordance with the terms, conditions and limitations of this limited warranty. The cost of labor for repair or replacement at any time after the warranty coverage detailed above is the sole responsibility of the owner.

Braun's obligation to repair or replace defective materials or workmanship is the sole obligation of Braun under this limited warranty. Braun reserves the right to use new or remanufactured parts of similar quality to complete any work, and to make parts and design changes from time to time without notice to anyone. Braun reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any previously manufactured product. Braun makes no warranty as to the future performance of this product, and this limited warranty is not intended to extend to the future performance of the product. In addition, the owner's obligation to notify Braun, or one of its authorized, independent dealers, of a claimed defect does not modify any obligation placed on the owner to contact Braun directly when attempting to pursue remedies under state or federal law.

LIMITATIONS, EXCLUSIONS AND DISCLAIMER OF IMPLIED WARRANTIES

ANY IMPLIED WARRANTY THAT IS FOUND TO ARISE BY WAY OF STATE OR FEDERAL LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS, IS LIMITED IN DURATION TO THE TERMS OF THIS LIMITED WARRANTY AND IS LIMITED IN SCOPE OF COVERAGE TO THE SCOPE OF COVERAGE OF THIS LIMITED WARRANTY. Braun disclaims any express or implied warranty, including any implied warranty of fitness or merchantability, on items excluded from coverage as set forth in this limited warranty. Braun makes no warranty of any nature beyond that contained in this limited warranty. No one has authority to enlarge, amend or modify this limited warranty, and Braun does not authorize anyone to create any other obligation for it regarding this product. Braun is not responsible for any representation, promise or warranty made by any independent dealer or other person beyond what is expressly stated in this limited warranty. Any selling or servicing dealer is not Braun's agent, but an independent entity.



To: Honorable Mayor and Village Council

Date: September 12, 2016

From: Edward Silva, Village Manager

Re: 2015 Coral Reef Trail Extension

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; ACCEPTING A GRANT AWARD OF \$200,000 UNDER THE STATE'S RECREATIONAL TRAILS PROGRAM FOR IMPROVEMENTS TO THE CORAL REEF PARK TRAIL; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT AGREEMENT AND OTHER RELATED DOCUMENTS AS REQUIRED; AND PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by Administration)

BACKGROUND AND ANALYSIS:

The Recreational Trails Program (RTP) is a competitive grant program administered by the Florida Department of Environmental Protection, which awards funding for trail projects that provide new trail facilities or maintain existing ones. Two years ago, the Village received funding to implement certain improvements to various sections of the existing Coral Reef Park trail. Last year, the Village submitted a new grant application to complete and close other trails within the park and add one additional bridge over the C-100 canal to connect the east and west sides of the park. A copy of the grant work plan is attached as Exhibit A.

RTP grant applications are evaluated based on a point system and the higher match commitment translated into a higher number of points for our application. Staff was successful in receiving funding for the amount of \$200,000 from the RTP program. The Village's financial commitment to the project is \$200,000 in matching funds, or the equivalent of 50% of the total project cost equaling \$400,000.

FISCAL/BUDGETARY IMPACT:

The award for the trail improvement project is \$200,000 in grant funds, which accounts for 50% of the total cost, with the Village providing \$200,000 in matching funds, or 50% of the total cost. The match portion of this grant is included in the Fiscal Year 2015-16 Adopted Budget.

Grant Request:	\$ 200,000 (50%)
Grant Match:	\$ 200,000 (50%)
Total Project Cost:	\$ 400,000

RECOMMENDATION:

Approval is recommended.

Attachments:

- Exhibit A – Grant Work Plan

1 RESOLUTION NO. 2016-_____

2
3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF
4 THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO
5 GRANTS; ACCEPTING A GRANT AWARD OF \$200,000 UNDER THE
6 STATE'S RECREATIONAL TRAILS PROGRAM FOR
7 IMPROVEMENTS TO THE CORAL REEF PARK TRAIL;
8 AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE
9 GRANT AGREEMENT AND OTHER RELATED DOCUMENTS AS
10 REQUIRED; AND PROVIDING AN EFFECTIVE DATE.

11
12 WHEREAS, the Village of Palmetto Bay previously submitted a grant application to the
13 Florida Department of Environmental Protection (DEP) requesting assistance from the
14 Recreational Trails Program to fund needed improvements to the Coral Reef Park trail; and

15
16 WHEREAS, the Village Council adopted Resolution No. 2014-69 adopting the new
17 Capital Improvement Plan, which includes the Parks & Recreation Capital Improvements
18 Program for Coral Reef Park Trail Improvements; and

19
20 WHEREAS, the Village was successful in securing grant funding in the amount of
21 \$200,000, and providing a 50% grant match of \$200,000 for the proposed trail improvements;
22 and

23
24 WHEREAS, the Village desires to move forward with the acceptance of the DEP grant
25 No. T15015 award and enter into a required applicant grant agreement with the Florida
26 Department of Environmental Protection.

27
28 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE
29 COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

30
31 Section 1. The Village Council hereby accepts the grant award from the Florida
32 Department of Environmental Protection's Recreational Trails Program in the amount of
33 \$200,000.

34
35 Section 2. The Village Manager is authorized to sign the required grant agreement, in
36 substantial form and content to the attached Exhibit A, and other related grant documents.

37
38 Section 3. This Resolution shall become effective immediately.

39
40
41 PASSED AND ADOPTED this _____ day of September, 2016.

42
43
44
45
46 Attest: _____
47 Missy Arocha
48 Village Clerk

Eugene Flinn
Mayor

1 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
2 AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:
3
4
5

6 _____
7 Dexter W. Lehtinen
8 Village Attorney
9

10
11
12
13 FINAL VOTE AT ADOPTION:

14 Council Member Karyn Cunningham _____
15
16 Council Member Tim Schaffer _____
17
18 Council Member Larissa Siegel Lara _____
19
20 Vice-Mayor John DuBois _____
21
22 Mayor Eugene Flinn _____
23

DEP AGREEMENT NO. T1515

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RECREATIONAL TRAILS PROGRAM
AGREEMENT FOR FISCAL YEAR 2016-2017
Coral Reef Park Trail Extension

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.) between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the VILLAGE OF PALMETTO BAY, whose address is 9705 East Hibiscus Street, Palmetto Bay, Florida 33157 (hereinafter referred to as "Grantee"), a local government agency, in furtherance of an approved public recreational trail project known as Coral Reef Park Trail Extension, Project Number T15015. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party". For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

WHEREAS, the Department is authorized to administer the Recreational Trails Program (RTP), in accordance with 23 United States Code (U.S.C.) §206 and Paragraph 260.016(1)(g), F.S.; and,

WHEREAS, the Department received federal financial assistance from the U.S. Federal Highway Administration (FHWA) pursuant to Federal-Aid Project Agreement No. RECT015 for the purposes of administering RTP funds for recreational trail projects; and,

WHEREAS, pursuant to Chapter 62S-2, Florida Administrative Code (F.A.C.), as recommended by the RTP Advisory Committee's priority list and with final approval by the FHWA, the Grantee is a subrecipient of the RTP federal funds being administered and monitored by the Department. Thus the Grantee and Department are additionally responsible for complying with the appropriate federal guidelines in performance of the Project activities pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and pursuant to paragraph §260.016, F.S. and Chapter 62S-2, F.A.C., the parties hereto agree as follows:

I. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, more fully described in Attachment A, Project Work Plan, including all attachments and exhibits named herein, which are attached hereto and incorporated by reference. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state or local laws.

Administrative Forms, Reimbursement Forms and guidelines referenced in this Agreement may be found at <http://www.dep.state.fl.us/gwt/grants/> or by contacting the Department's Grant Manager.

Prior to commencement of Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, OGT-11, incorporated herein by reference. Upon satisfactory approval by the Department, the Department will issue written notice to proceed to the Grantee to commence the Project. The Grantee shall commence Task Performance within ninety (90) days after the notice to proceed is issued by the Department, unless the Grantee requests an extension in writing for good cause such as natural disaster, which the Department may accept or reject in its sole discretion.

The Department shall terminate this Project Agreement if the Commencement-Documentation is not received and approved by the Department within twelve (12) months of this Project Agreement's execution. This time period may be extended by the Department for good cause, such as natural disaster pursuant to subparagraph 62S-2.075(7)(d)3, F.A.C.. Unless and until the Department issues written notice of approval authorizing Grantee to commence the Project, Grantee shall not incur nor charge, and the Department shall not be obligated to pay or reimburse Grantee for fees, cost, or general expenses of any kind, which incurred during the commencement approval period except for pre-agreement costs as more fully described pursuant to paragraphs 62S-2.075(3)(a)-(b), F.A.C.

The Grantee agrees to dedicate for ninety-nine (99) years the Project Site(s) and all land within the Project boundaries, which is developed or acquired with RTP funds, as an outdoor recreational area for the use and benefit of the general public in accordance with Rule 62S-2.076, F.A.C. Land under control other than by ownership of the Grantee such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum of twenty-five (25) years from the completion date set forth in the Project Completion Certificate. The lease must not be revocable at will; must extend for twenty-five (25) years after project completion date; and must contain a clause which enables the Grantee to dedicate the land for the twenty-five (25) year period. The dedication must be recorded in the public property records by the Grantee, or in the case of a nonprofit Grantee, by the land owner. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida. The Project site(s) shall be open at reasonable times and shall be managed in a safe and attractive manner. The Grantee shall obtain Department approval prior to any and all current or future development of facilities on the Project Site(s), which is defined in subsection 62S-2.070(37), F.A.C. This Agreement is not transferable.

2. PERIOD OF AGREEMENT:

This Agreement shall begin upon execution by both parties and shall remain in effect no later than two years from the effective date of this Agreement, inclusive. At the written request of the Grantee, the Department may extend this period for good cause such as financial hardship, public controversy, material shortage, unexpected weather conditions, or other major factors beyond the Grantee's control. The Grantee shall be limited to two (2) one-year extensions, which requires a formal Amendment to this Agreement. All funds not disbursed after four (4) years shall revert to FHWA pursuant to paragraph 62S-2.075(7)(a), F.A.C.. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, except for those pre-agreement expenses as more fully defined in subparagraphs 62S-2.075(3)(a)-(b), and as further provided for herein.

3. FUNDING/CONSIDERATION/INVOICING:

The Grantee shall be eligible for authorized reimbursement, in whole or in part, for costs pursuant to RTP guidelines, and approved pre-agreement costs, through the expiration date of this Agreement, provided that the cost(s) meet all requirements and financial reporting of the RTP program and, rules and regulations applicable to expenditures of State funds, hereby adopted and incorporated by reference.

A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost-reimbursement basis up to a maximum of \$200,000 towards the total estimated project cost of \$400,000. The parties hereto understand and agree that this Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$200,000 through cash or in-kind service cost towards the Project funded under this Agreement. The Grantee will report all expenditures that are funded under this Agreement to the Department in the Payment Request Summary Form, DRP-115, incorporated herein by reference, and provide supporting documentation. RTP funds remaining after termination of a grant award or completion of project shall revert to the State's program funds under the provisions of the federal Transportation Equity Act for the 21st Century (TEA-21) and subsection 62S-2.075(6), F.A.C. Any additional funds necessary for the completion of this Project are the responsibility of the Grantee.

- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
- i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in **Attachment A**, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.
 - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in **Attachment A**, exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each Deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing Payment Request Summary Form, DRP-115. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department sixty (60) calendar days following to the completion date of the Agreement, to assure the availability of funds for payment.
- D. **Project Costs, Pre-Agreement Costs and Cost Limits:** Payment of project costs shall be reimbursed as provided for pursuant to Rule 62S-2.075, F.A.C., and as provided in this Agreement. Costs shall be incurred between the effective date of, and the project completion date identified in, this Agreement except for pre-agreement costs approved by the Department. Costs for appraisals, appraisal review, surveys (boundary and topographic), title searches and project signs are eligible project expenses. Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, and project inspection, are eligible project costs provided that such costs do not exceed fifteen (15) percent of the total Project cost.
- E. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment B, Contract Payment Requirements**. The Payment Request Summary Form, DRP-115, shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:
- i. Salaries/Wages (Grantee Labor) –The Grantee may be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) for Grantee's employees, as listed in the Grantee's submitted and approved Detailed Budget to be established in **Attachment A, Project Work Plan, Task 1**.
 - ii. Overhead/Indirect/General and Administrative Costs – All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.

- a. Fringe Benefits (Employee Benefits) – Shall be calculated at the rate up to 40% of direct salaries.
- b. Indirect Cost – Shall be calculated at the rate of 15% of direct cost.
- iii. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed-price (vendor) subcontracts, the following provisions shall apply:
 - a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
 - b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified herein. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
 - c. All subcontracts are subject to the provisions of paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- iv. Rental/Lease of Equipment – Include copies of invoices or receipts to document charges.
- v. Equipment – (Capital outlay costing \$1,000 or more) – Reimbursement for the purchase of equipment is subject to specific approval of the Department and is governed by Paragraph 23 of this Agreement. Include copies of invoices or receipts to document authorized purchases, if applicable.
- vi. Other Expenses (Direct Purchases: Materials and Supplies, Grantee Stock) – For example, materials, supplies, non-excluded phone expenses, reproduction, mailing, and other expenses must be documented by itemizing and including copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.

F. In addition to the invoicing requirements contained herein, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department

in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/; allowable costs for Federal Programs, awarded prior to December 26, 2014, can be found under 48 Code of Federal Regulations (CFR) Part 31 and 45 CFR Part 74, Appendix E, at <http://www.ecfr.gov> and OMB Circulars A-87 (2 CFR 225), A-122 (2 CFR 230), A-21 (2 CFR 220); and administrative requirements can be found in OMB Circulars A-102 and A-110 (2 CFR 215) at <http://www.whitehouse.gov/omb/circulars/index.html#numerical>; for all Federal Programs awarded after December 26, 2014, allowable costs and uniform administrative requirements can be found under 2 CFR 200 and 2 CFR 1201, at <http://www.ecfr.gov>.

- G. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

For Federal Awards made PRIOR to December 26, 2014	
Organization Type	Applicable Cost Principles
State, local or Indian tribal government.	OMB Circular A-87 (2 CFR 225)
Private non-profit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122 (2 CFR 230)
Education Institutions	OMB Circular A-21 (2 CFR 220)
For-profit organization other than a hospital and an organization named in OMB A-122 as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency.
Hospital	45 CFR Subtitle A - Appendix E to Part 74-Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals

For Federal Awards made AFTER December 26, 2014	
Organization Type	Applicable Cost Principles
State, local or Indian tribal government.	2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards
Private non-profit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in 2 CFR Part 200, Appendix VIII.	2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards
Education Institutions	2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards
For-profit organization other than a (1) hospital or (2) education institute.	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency.
Hospital	2 CFR 200 and 45 CFR Subtitle A Part 75

- H.
 - i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
- I. The federal funds awarded under this Agreement must comply with *The Federal Funding Accountability and Transparency Act (FFATA) of 2006*. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. Grant Recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Department to comply with this requirement
- J. If the total cost of the project exceeds the grant amount, and/or the required match, as applicable, the Grantee must pay the excess cost.

4. **ANNUAL APPROPRIATION:**

The Department's performance and obligation to award program grants are contingent upon an annual allocation by the FHWA and/or appropriation by the Florida Legislature. The Department shall distribute RTP funds as reimbursement grants to applicants eligible pursuant to subsection 62S-2.071(1), F.A.C.. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if federal funding and/or Florida Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

The Grantee shall utilize the Project Status Report, DRP-109, incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports shall be submitted to the Department's Grant Manager no later than May 5, September 5 and January 5. The Department's Grant

Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

6. **RETAINAGE:**

The Department shall retain ten percent (10%) of the grant until the Project has been completed and approved by the Department. Upon completion of the Project and prior to the release of the final payment, the Grantee shall complete and submit all documentation described in the Project Completion Documentation Checklist, incorporated herein by reference, pursuant to RTP requirements as set forth in subsection 62S-2.075(5), F.A.C.

The Department shall perform an on-site inspection of the project site to ensure compliance with the project agreement prior to release of the final grant payment. Any deficiencies must be corrected by Grantee prior to disbursement of final payment.

7. **PROJECT COMPLETION CERTIFICATION:**

Project completion means the project is open and available for use by the public. Project must be designated complete prior to release of final reimbursement. In order to certify completion, the Grantee shall submit to the Department a Project Completion Certificate, OGT-14, effective date May 1, 2001, hereby incorporated by reference and available from the Department's Office of Operations, Land and Recreation Grants Section, 3900 Commonwealth Boulevard, Mail Station 550, Tallahassee, Florida 32399-3000, (850) 245-2501 or online at <http://www.dep.state.fl.us/gwt/grants/>.

8. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

9. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the Department for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

- D. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

10. REMEDIES/FINANCIAL CONSEQUENCES:

- A. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
- i. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

- B. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Department may take one or more of the following actions, as appropriate for the circumstances.
- i. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
 - ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - iii. Wholly or partly suspend or terminate this Agreement.
 - iv. Withhold further awards for the project or program.
 - v. Take other remedies that may be legally available.
 - vi. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the following apply.
 - a. The costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are noncancellable.
 - b. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.
- C. If the Grantee materially fails to comply with the terms stated in this Agreement or Chapter 62S-2, F.A.C., the Department shall terminate this Agreement and demand return of the program funds (including interest). If the Grantee, fails to comply with this provision, the Department shall declare the Grantee ineligible for further participation in RTP until such time as compliance has been obtained pursuant to subsection 62S-2.076 (4).

The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Executive Orders 12549 and 12689 issued by the President of the United States.

11. RECORD KEEPING/AUDIT:

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The United States Department of Transportation (U.S. DOT), the FHWA, U.S. DOT Office of Inspector General, the Comptroller General of the United States, the Department of Environmental Protection, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subgranted or subcontracted, the Grantee shall similarly require each subgrantee and subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee agrees that if any litigation, claim, or audit commences before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- C. Records for real property and equipment acquired with Federal funds shall be retained for five (5) years following final disposition.

- D. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.
- E. The rights of access in this paragraph are not limited to the required retention period but last as long as the records are retained.

12. **SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment C, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment C** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment C**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment C, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>
- C. For federal financial assistance, if the Grantee is a For-Profit entity then it is exempt from the Federal Single Audit Act provisions contained in **Attachment C, Special Audit Requirements**, pursuant to 2 CFR §200.501(h). For state financial assistance, if the Grantee is one of the following entities; a district school board, charter school, Florida College System Institution (including a community college), public university, government outside of Florida, or a Federal agency, then it is exempt from the Florida Single Audit Act provisions contained in **Attachment C, Special Audit Requirements**, per Section 215.97, F.S., Florida Single Audit Act.

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

13. **SUBCONTRACTS:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager, except for certain fixed-price subcontracts pursuant to paragraph 3.E. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) calendar days after execution of the subcontract. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- C. The Grantee agrees to comply with the procurement requirements contained in 23 CFR §172.5 for its selection of subcontractors.

14. **PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
 - i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
 - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

15. **SIGNAGE:**

The Grantee must erect a permanent information sign on the project site which credits funding or a portion thereof, to the Florida Department of Environmental Protection and the Recreational Trails Program. The sign must be made of appropriate materials, which will be durable for a minimum of twenty-five (25) years after the project is complete. The sign must be installed on the project site and approved by the Department before the final project reimbursement request is processed.

16. **LOBBYING PROHIBITION:**

- A. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, 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.
- B. If this Agreement is for more than \$100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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 Grantee shall complete and submit **Attachment D, Standard Form-LLL, "Disclosure of Lobbying Activities"** (attached hereto and made a part hereof, if applicable), in accordance with the instructions. If this Agreement is for less than \$100,000, this Attachment shall not be required and shall be intentionally excluded from this Agreement.

- C. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients certify accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. 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.
- E. Pursuant to the Lobbying Disclosure Act of 1995, any organization described in Section 501(c)4 of the Internal Revenue Code of 1986 shall not be eligible for subgrants under this Agreement, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subgrant. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- F. In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

17. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

18. NOTICE:

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 19.

19. CONTACTS:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is:

Pamela Lister or Successor	
Community Assistance Consultant	
Florida Department of Environmental Protection	
Office of Operations	
Land and Recreation Grants Section	
3900 Commonwealth Boulevard, MS# 585	
Tallahassee, Florida 32399	
Telephone No.:	(850) 245-2065
Fax No.:	N/A
E-mail Address:	Pamela.Lister@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is:

Olga Cadaval or Successor	
HR Director	
Village of Palmetto Bay	
9705 East Hibiscus Street,	
Palmetto Bay, Florida 33157	
Telephone No.:	(305) 259-1234
Fax No.:	(305) 259-1290
E-mail Address:	Ocadaval@palmettobay-fl.gov

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

20. **INSURANCE:**

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.
 - i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
 - ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
 - iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or

operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
\$300,000	Hired and Non-owned Automobile Liability Coverage

- iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

21. CONFLICT OF INTEREST:

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required. As required by 2 CFR §200.112, the FHWA has established a Conflict of Interest (COI) policy for disclosure of conflicts of interests that may affect FHWA financial assistance awards. The COI policy is available at the following website and is applicable to individuals and non-Federal entities requesting and receiving FHWA financial assistance on or after December 26, 2014: <http://www.fhwa.dot.gov/aaa/generaltermsconditions.cfm>

22. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

23. EQUIPMENT:

Reimbursement for equipment purchases are not authorized under this Agreement.

24. QUALITY ASSURANCE REQUIREMENTS:

Projects receiving federal funding must comply with the National Environmental Policy Act (NEPA), which provides a framework for environmental analyses, reviews, and consultations. NEPA's process "umbrella" covers a project's compliance with all pertinent federal environmental laws. The Grantee's compliance with the Florida Department of Transportation's Project Development and Environmental Manual (PD&E Manual), hereby incorporated by reference, constitutes compliance with NEPA standards as more fully implemented pursuant to subsection 62S-2.074 (1), F.A.C.

25. DISCRIMINATION:

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement. In accordance with FHWA requirements (49 CFR §26.13), the Grantee, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Grantee shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Grantee to carry out these requirements is a material breach of this

Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- i. Withholding monthly progress payments;
- ii. Assessing sanctions;
- iii. Liquidated damages; and/or
- iv. Disqualifying the Grantee from future bidding as non-responsible.

B. Facilities or programs funded in whole or in part by RTP funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition.

C. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

D. Grantee agrees to comply with the Americans With Disabilities Act (42 USC § 12101, *et seq.*), where applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

E. Grantee must identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

26. **LAND ACQUISITION:**

Land acquisition is not authorized under the terms of this Agreement.

27. **DEBARMENT/SUSPENSION:**

In accordance with Executive Order 12549, Debarment and Suspension (2 CFR 180 and 1200), issued by the President of the United States, the Grantee agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by FHWA to the Department. The Grantee shall include the language of this section in all subcontracts or lower tier agreements executed to support the Grantee's work under this Agreement.

28. **COPYRIGHT, PATENT AND TRADEMARK:**

A. The FHWA and the Department, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state government purposes:

- i. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant.
 - ii. Any right or copyright to which a grantee, subgrantee, or a contractor purchases ownership with grant support.
 - iii. All patent rights, copyrights and data rights must be in accordance with 37 CFR Part 401 and 35 U.S.C. §200-12, as applicable.
- B. An acknowledgement of FHWA support and a disclaimer must appear in any publication of any material whether copyrighted or not, based on or developed under the Agreement, in the following terms:

“This material is based upon work supported by the Federal Highway Administration under Agreement No. RECT015.”

All materials must also contain the following:

“Any opinion, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Highway Administration.”

29. CONTRACT PROVISIONS AND REGULATIONS:

The Grantee agrees to comply with, and include in subcontracts and subgrants, the provisions contained in both Attachment E, Federal Contract Provisions, and Attachment F, Required Contract Provisions, FHWA-1273, both attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in Attachment G, Regulations, attached hereto and made a part hereof, shall apply to this Agreement.

30. PHYSICAL ACCESS AND INSPECTION:

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

31. PUBLIC RECORDS ACCESS:

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

- C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.
 - ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
 - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

32. **SCRUTINIZED COMPANIES:**

In executing this Agreement, the Grantee (or affiliate, subcontractor) certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and/or Scrutinized Companies with Activities in Israel List (eff. 10.1.2016), created pursuant to section 215.473, F.S. Pursuant to subsection 287.135(5), F.S., the Grantee (or affiliate, subcontractor) agrees the Department may immediately terminate this Agreement for cause if the Grantee (or affiliate, subcontractor) is found to have submitted a false certification or if the Grantee (or affiliate, subcontractor) is placed on the Scrutinized Companies list during the term of the Agreement.

33. **EXECUTION IN COUNTERPARTS:**

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

34. **SEVERABILITY CLAUSE:**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement 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 provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

35. **ENTIRE AGREEMENT:**

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

VILLAGE OF PALMETTO BAY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Signature of Person Authorized to Sign

By: _____
Secretary or designee

Print Name and Title

Print Name and Title

Date: _____

Date: _____

Address:

Attest: _____

By: _____

Approved as to form and legality:

 8/16/2016

DEP Attorney

Grantee Attorney

FEID No.: 05-0541068

For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>C</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Disclosure of Lobbying Activities (2 Pages)</u>
<u>Attachment</u>	<u>E</u>	<u>Federal Contract Provisions (7 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Required Contract Provisions, FHWA-1273 (12 Pages)</u>
<u>Attachment</u>	<u>G</u>	<u>Regulations (1 Page)</u>

ATTACHMENT A
PROJECT WORK PLAN
RECREATIONAL TRAILS PROGRAM (RTP)
 Project Name: Coral Reef Park Trail Extension
 Grantee Name: Village of Palmetto Bay
 RTP Project # T15015

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the RTP Application Evaluation Criteria, pursuant to Florida Administrative Code (F.A.C.), Chapter 62S-2 and the FHWA Recreational Trails Program Interim Guidance Manual. All work must be completed in accordance with local, state and federal laws, the approved Project plans, all required permits, the Florida Building Code and, as applicable, the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways ("Florida Greenbook"). Prior to issuance of a Notice to Proceed, the Department must receive evidence of and have approved all Deliverables in Task 1.

The Project is designated complete by the Department upon receipt and approval of all deliverables and when project site is open and available for use by the public for outdoor recreation purpose. Ten percent (10%) of the payment request will be retained until the Project is designated complete by the Department. The final payment of the retained 10% will be processed within 30 days of the Project designated complete by the Department.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The project is located at 7895 SW 152nd Street, Palmetto Bay, FL and is a Nonmotorized / Diverse project.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum grant award amount outlined below. Required match will be provided by cash or in-kind services and shall be supported by the same level of detail for match as for reimbursement. The total estimated project cost provided below is based on the approved RTP Application. A detailed project budget will be provided in the Deliverables for Task 1, prior to the Department providing the Notice to Proceed. All final project costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$200,000
Required Grantee Match Amount:	\$200,000
Total estimated Project Cost:	\$400,000
Match Ratio:	50:50

Scope of Work/Tasks within Deliverable	Deliverables	Due Date	Financial Consequences
TASK 1 1a. Development of Site Plan 1b. Completion of Project Development and Environmental Survey (PD&E) 1c. Completion of Permitting	DELIVERABLE 1 The Grantee will be given Notice to Proceed upon receipt and approval of: <ul style="list-style-type: none"> • All applicable project specific Commencement documentation, Form OGT-11² • Schedule of Values Form, with supporting Bid Documents and/or In-House Cost Schedule(s) 	180 Days after Execution of Agreement ³	The Department shall terminate the project agreement if the required deliverables are not submitted and approved by the Department.

<p>1d. Completion of Construction Bid Process and/or In-House Cost Schedule(s)</p> <p>1e. Certified Survey and Legal Description of Project Site</p>	<p>Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed 15% of total project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.</p> <p>DELIVERABLE 2</p> <p>Upon receipt and approval of:</p> <ul style="list-style-type: none"> All applicable project specific Completion documentation, Form OGT-13 Final status report <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to Paragraph 3.A. of the Agreement that are directly related to the successful completion of construction and/or development of the Project Site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule. Ten percent (10%) of the payment request will be retained until the Project is designated complete by the Department.</p>	<p>Due 60 days prior to the expiration of this Agreement.</p>	<p>Failure to perform any percentage of this deliverable will result in a reduction in reimbursement of an equal percentage of the total deliverable amount and subject to the match percentage.</p>
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Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the Recreation Trails Program (RTP); approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certification and the Deliverables, the Grantee may proceed with the payment request submittal.

Payment Request Schedule:

Following Department approval of all Project Deliverables, the Grantee may submit a single payment request on Payment Request Summary Form (DRP-115) along with all required documentation, including DRP-116, DRP-117, DRP-118, DRP-120, and/or DRP-119, as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the detailed budget and supporting documents provided under Task 1. The payment request must include documentation regarding the match source, as required.

Endnotes:

- RTP documentation is available at <http://www.dep.state.fl.us/gwt/grants/> and/or from the Office of Operations, Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, M.S. 585, Tallahassee, Florida 32399-3000.
- Project Agreement is subject to termination if commencement documentations under Task 1 are not received and approved by the Department within 12 months of the Project Agreement Execution.
- This time period may be extended within the parameters of the RTP and/or FHWA federal guidelines, upon written request of the Grantee and approval by the Department.

ATTACHMENT B

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT C

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Transportation - Federal Highway Administration	20.219	Recreational Trails Program	\$200,000	1410185

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$200,000	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

**ATTACHMENT D
DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known : 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known :	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable : _____	
8. Federal Action Number, if known :	9. Award Amount, if known : \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT E Federal Contract Provisions

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Rights to Patents and Inventions Made Under a Contract or Agreement** – Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. Sections 200 through 212. Pursuant to the Bayh-Dole Act (set forth in 35 U.S.C. §200 through 212), Federal Highway Administration (FHWA) retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the assistance agreement holder, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the recipient must utilize the Interagency Edison extramural invention reporting system at <http://Edison.gov>. Annual utilization reports must be submitted through the system. The recipient is required to notify the Project Officer identified on the award document when an invention report, patent report, or utilization report is filed at <http://Edison.gov>. FHWA elects not to require the recipient to provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.

In accordance with Executive Order 12591, as amended, government owned and operated laboratories can enter into cooperative research and development agreements with other federal laboratories, state and local governments, universities, and the private sector, and license, assign, or waive rights to intellectual property “developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories.”
2. **Copyrighted Material and Data** - In accordance with 2 CFR §200.315 and 23 CFR §420.121, FHWA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world (37 CFR §401.14).
3. **Clean Air Act (42 U.S.C. 7401 et seq.), Clean Water Act (33 U.S.C. 1368), E.O. 11738, the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.) and Environmental Protection Agency Standards** - Contracts and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.), Clean Water Act (33 U.S.C. 1368), E.O. 11738, the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), and Environmental Protection Agency regulations (40 CFR Part 15). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
4. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex, race, color, and national origin, including E.O. 12898 “*Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*” and EO 13166 “*Improving Access to Services for Person with Limited English Proficiency (LEP)*”; (b)

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination against persons with disabilities; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) if an education program is conducted under this agreement, Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities; (i) any other nondiscrimination provisions in the specific statute(s) made; and, (j) the requirements of any other nondiscrimination statute(s) that may apply;

6. **Compliance with Title VI of the Civil Rights Act** – The United States Department of Justice under Executive Order 12250 (“*Leadership and Coordination of Nondiscrimination Laws*”) has been directed to ensure the consistent and effective implementation of Title VI and other Nondiscrimination requirements (including Environmental Justice and Limited English Proficiency) by prohibiting discriminatory practices in Federal programs and programs receiving federal financial assistance. Under the USDOJ’s Civil Rights Division, the *Federal Compliance and Coordination Section* (FCS) is responsible for providing assistance and oversight to the Civil Rights Offices of federal Agencies. The USDOJ’s FCS has the following responsibilities: Development of Guidance Documents; Offer two-day Title VI Training Course; Provide Technical Assistance; Exercises Clearance Authority (review and clear certain federal agency documents); Referrals for Litigation; Reviews Implementation Plans; Coordination and Clearinghouse. Upon request, FHWA submits EO 12250 Reports detailing statistical data from Title VI/EJ/LEP and Section 504/ADA Programs regarding such topics as Complaints, Pre- & Post- Awards, Technical Assistance, Training, and Compliance/Monitoring Efforts.
7. **Electronic and Information Technology Accessibility** – Recipients are subject to the program accessibility provisions of Sections 504 and 508 of the Rehabilitation Act, codified in 40 CFR §7, which included an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology (“EIT”). Section 508 of the Rehabilitation Act states that all electronic products produced by Government agencies must be accessible to persons with disabilities, including those persons with vision, hearing, cognitive, and mobility impairments. The Paper Reduction Act and FHWA require that printed publications must be available in electronic format; final printed documents must provide minimum 508 Compliance requirements. Section 508 affects *all* communication products published by FHWA in print or electronic format. All FHWA publications must conform to the requirements outlined in Section 508 of the Rehabilitation Act and the U.S. General Services Administration (GSA) Federal IT Accessibility Initiative (www.section508.gov). All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. See www.access-board.gov/508.htm for more information about Section 508 guidelines. This information should be attached to all statement of work and contracts for preparing publications, web sites, multimedia presentation, and other electronic communication products. While Section 508 currently does not apply to one-time purchases of \$2,500 or less, compliance with applicable accessibility standards is strongly encouraged.
8. **Tangible Personal Property** - Pursuant to 2 CFR 200.312 and 200.314, property reports, if applicable, are required for Federally-owned property in the custody of a non-Federal entity upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding \$5,000 not needed for any other Federally-sponsored programs or projects must be reported. For Superfund awards under Subpart O, refer to 40 CFR 35.6340 and 35.6660 for property reporting requirements. Recipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property.

9. **Hotel-Motel Fire Safety** - Pursuant to 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).
10. **Drug-Free Workplace** - Recipients organization of Department of Transportation (DOT), FHWA assistance must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 49 CFR Part 32 Subpart B. Additionally, in accordance with these regulations, the recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.
11. **Resource Conservation and Recovery Act (RCRA)** - Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.
 Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.
12. **Compliance with 23 U.S.C. 112(a)** which directs the Secretary of Transportation to require recipients of highway construction grants to use bidding methods that are "effective in securing competition." Detailed construction contracting procedures are contained in 23 CFR Part 635, Subpart A.
13. **Compliance with Section 3(a)(2)(C) of the Urban Mass Transportation Act of 1964, as amended (P.L. 88-365)**, prohibiting the use of grant or loan funds to support procurements utilizing exclusionary methods.
14. **Compliance with Section 105(f) of the Surface Transportation Assistance Act of 1982, Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR Part 28** imposing requirements for the participation of disadvantaged business enterprises.
15. **Section 308 of the Surface Transportation Assistance Act of 1982 and 49 U.S.C. 1068(b)(2)**, authorizes the use of competitive negotiation for the purchase of rolling stock as appropriate. 23 U.S.C. 112(b) provides for an exemption to the competitive bidding requirements for highway construction contracts in an emergency situation.
16. **23 U.S.C. 112** requires concurrence by the Secretary of Transportation before highway construction contract can be awarded, except for projects authorized under the provisions of 23 U.S.C. 171.
17. **23 U.S.C. 112(e)** requires standardized contract clauses concerning site conditions, suspension or work, and material changes in the scope of the work for highway construction contracts.
18. **23 U.S.C. 140(b)** authorizes the preferential employment of Indians on Indian Reservation road projects and contracts.
19. **Compliance with 49 CFR §18.36(t)** - Federal Highway Administration (FHWA) Urban Mass Transportation Administration (UMTA), and the Federal Aviation Administration (FAA) grantees and subgrantees shall extend the use of qualifications-based (e.g., architectural and engineering services) contract collection procedures to certain other related areas and shall award such contracts in the same manner as Federal contracts for architectural and engineering services are negotiated under Title IX of the Federal Property and Administrative Services Act of 1949, or equivalent State (or airport sponsor for FAA) qualifications-based requirements. For FHWA and UMTA programs, this provision applies except to the extent that a State adopts or has adopted by statute a formal procedure for the procurement of such services.

20. **American Iron and Steel (Compliance with P.L. 113-76) – The Consolidated Appropriations Act of 2014 (Public Law 113-76) includes an American Iron and Steel (AIS) requirement. “Buy America” provisions apply to steel and iron used in a “Federal-aid highway construction project”. Based on the definitions of “construction” in 23 U.S.C. §101 (“all expenses incidental to the construction or reconstruction of a highway”...) and “project” (“an undertaking”), the Buy America provisions will not apply to most RTP projects. Except for the following: (a) if a trail project uses steel I-beams for a bridge, “Buy America” might apply, but there is a threshold exemption – 0.1 percent of the contract or \$2,500, whichever is greater (23 CFR §635.410(b)(4); (b) trail grooming and maintenance equipment are not included in the “Buy America” requirement, because trail equipment is not a “construction project” and is not permanently incorporated into the final project; and (c) trail signs might be considered part of a project but the costs for the signs would have to exceed the \$2,500 threshold.**
21. **Section 165 of the Surface Transportation Assistance Act of 1982 (49 U.S.C. 1601), Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR Parts 660 and 661 impose “Buy America” provisions on the procurement of foreign products and materials.**
22. **Fly America Act (Compliance with 49 U.S.C. 40118) – includes air travel and cargo transportation services requirements. All air travel and cargo transportation services funded with Federal financial assistance are required to use United States flag carrier airlines. The only exception to this requirement is transportation provided under a bilateral or multilateral air transport agreement, to which the U.S. Government and the government of a foreign country are parties, and which the Department of Transportation has determined meet the requirements of the Fly America Act.**
23. **Compliance with 46 U.S.C. 1241(b)(1) and 46 CFR Part 381 – imposes cargo preference requirements on the shipment of foreign made goods.**
24. **Compliance, if applicable, with 23 U.S.C. 114(b) – Convict Labor and Convict Produced Materials) Federal law prohibits the use of convict labor for construction projects within the right-of-way of a Federal-aid highway. Under title 23, all public roads are “Federal-aid highways”, except those that are functionally classified as local roads or rural minor collectors. Therefore, if an RTP project is within the right-of-way of a Federal-aid highway, convict labor shall not be used. If an RTP project is not within the right-of-way of a Federal-aid highway, then 23 U.S.C. 114 (b) does not apply, and the State may use its State procedures with regard to convict labor. RTP funds may be used to pay for construction costs incurred by convict labor for projects which are not within the right-of-way of a Federal highway. In determining the value of convict labor, States should note that the value of paid labor may not exceed the actual cost incurred by the State of local government agency. Convict labor is not volunteer labor or donated labor (which may be valued at fair market value).**
25. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.**
26. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328) that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.**
27. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.**
28. **Compliance with environmental standards which may be prescribed to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in**

floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) protection of coastal barriers under the Coastal Barrier Resources Act of 1982 (P.L. 97-348); (j) protection and conservation of wildlife resources under the Fish and Wildlife Coordination Act (16 U.S.C. 661-666c); (k) protection and conservation of migratory bird species under the Migratory Bird Treaty Act (16 U.S.C. 703-712); (l) protection and conservation of fishery resources under the Magnuson Stevens Fisher Conservation and Management Act (16 U.S.C. 1801-1882); (m) protection of chemical, physical, and biological integrity of the Nation's waters under Section 404 of the Clean Water Act (33 U.S.C. §1251 et seq. (1972)); (n) if applicable, application of the requirements set forth under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.); (o) implementation of measures to minimize pollution impacts during project activities pursuant E.O. 12088; and (p) implementation of guidelines to identify and address the effects of noise on public health under the Noise Control Act of 1972, as amended (42 U.S.C. 4901 et seq.); (q) prevention of the spread of invasive plant species under E.O. 13112; (r) protection of trail corridors and trail opportunities pursuant to E.O. 13195; and, (s) preservation of farmland under the Farmland Protection Policy Act (7 CFR Part 658).

29. **Compliance with E.O. 12898** related to the fair treatment and meaningful involvement of all people regardless of race, color, national origin or income with respect to the development, implementation, and enforcement of environmental laws, regulations and policies.
30. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
31. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)**.
32. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
33. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
34. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
35. **Compliance with the mandatory standards and policies relating to energy efficiency** that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
36. **Compliance with Geospatial Data Standards** must be met by the Grantee under this Agreement. All geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards can be found at www.fgdc.gov.
37. **Compliance with Nutrient Management Plans for Animal Feeding Operations** is required under this Grant and must have and implement a nutrient management plan that: 1) provides and maintains buffers or equivalent practices; 2) diverts clean water; 3) prevents direct contact of confined animals with waters of the United States; 4) addresses animal mortality; 5) addresses chemical disposal; 6) addresses proper operation and maintenance; 7) addresses record keeping and testing; 8) maintains proper storage capacity; and 9) addresses rate and timing of land application of manure and wastewater.
38. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)** By accepting funds under this Agreement, the Grantee agrees to implement the requirements of (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)).

39. **Registrations and Identification Information**, the Grantee agrees to maintain current registration in the Central Contractor Registration (www.ccr.gov) System for Award Management (SAM) at all times during which they have active project funded with these funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.
40. **41 USC §4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection**: This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017.
- (a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- (b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- (c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.
41. **Restrictions on Internal Confidentiality Agreements (U.S. DOT, FHWA General Terms and Conditions for Assistance Awards, Effective Date: March 6, 2015)**: The Recipient shall not require employees or subrecipients to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subrecipients from reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information
42. **Financial Assistance Policy to Ban Text Messaging While Driving (75 Federal Register 60266, as amended and E.O. 13513)**:
- (a) Definitions. As used in this clause –
- “Driving” – Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.
- “Text Messaging” – Means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.
- (b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.
- (c) The Applicant should –
- i. Adopt and enforce policies that ban text messaging while driving – (i) Company-owned or –rented vehicles or Government-owned vehicles; or (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

- ii. Conduct initiatives in a manner commensurate with the size of the business, such as – (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- (d) Sub-agreements/sub-contracts. The Applicant shall insert the substance of this clause, including this paragraph (d), in all sub-agreement/sub-contracts that exceed the micro-purchase threshold (\$3,000 per 2 CFR §200.67, set by 48 CFR Subpart 2.1).

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ATTACHMENT F
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

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

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

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

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

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

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

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epis.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**ATTACHMENT G
REGULATIONS**

Formal regulations concerning administrative procedures for U.S. Department of Transportation (DOT) grants appear in Title 49 of the Code of Federal Regulations (CFR) and 2 CFR Parts 1200 and 1201. The following list contains regulations and Office of Management and Budget Guidance which may apply to the work performed under this Agreement.	
Subchapter A - General	
49 CFR 24	Uniform relocation assistance and real property acquisition for federal and federally assisted programs
49 CFR 27	Nondiscrimination on the basis of disability in programs or activities receiving Federal financial assistance
49 CFR 17	Intergovernmental review of DOT programs and activities
49 CFR 20	New restrictions on lobbying
49 CFR 32	Government-wide requirements for drug-free workplace (Financial Assistance)
Other Federal Regulations	
2 CFR 200 and 1201	Uniform administrative requirements, cost principles, and audit requirements for Federal awards
2 CFR 1200	Nonprocurement Suspension and Debarment
48 CFR 31	Contract Cost Principles and Procedures
Office of Management and Budget Guidance	
For Federal Funding Sources awarded prior to December 26, 2014:	
A-21 (2 CFR 220)	Cost Principles for Educational Institutions
A-87 (2 CFR 225)	Cost Principles for State, Local, and Indian Tribal Governments
A-122 (2 CFR 230)	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements
For Federal Funding Sources awarded after December 26, 2014	
2 CFR Part 200	Uniform administrative requirements, cost principles, and audit requirements for Federal awards (State, Local and Indian Tribal Governments; Educational Institutes; Private Non-Profit Organization other than (1) institute of higher education, (2) hospital, or (3) organization named in 2 CFR Part 200 Appendix VIII
48 CFR Part 31	Contract Cost Principles and Procedures (For Profit Organization)
2 CFR Part 200, Subpart F	Audit Requirements
Accounting Standards	
Governmental Entities	Subject to accounting standards established by the Government Accounting Standards Board (GASB)
Private Sector or Individuals	Subject to generally accepted accounting principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA), as applicable