Memorandum

MIAMI-DADE COUNTY

Date: September 3, 2014

Agenda Item No. 8(N)(2)

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Request for Ratification of Revision #1 to the Florida Power & Light (FPL) Metrorail Phase I Contribution Administration Agreement Work Order No. FPL-TPSS-PY-2 in an Amount Not to Exceed $265,551.02 to Provide Dedicated Electrical Service Feeders to the Proposed Palmetto Station Traction Power Sub-Station Project

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution retroactively authorizing Revision No.1 of the Florida Power and Light Work Order No. FPL-TPSS-PY-2 for an amount not to exceed $265,551.02 to provide dedicated electrical service feeders to the Palmetto Metrorail Station Traction Power Sub-station project. The largest portion of the FPL feeder line installation work was completed by September 2013, thus allowing the Palmetto Power Sub-Station to go into operation without any FPL power related delays.

Scope

PROJECT NAME: Palmetto Station Traction Power Sub-Station

PROJECT NO.: CIP023-CT1-TR09-R2

PROJECT DESCRIPTION: Two dedicated 13.2 KV electrical service feeders are required from Florida Power and Light (FPL) to support the operation of the new Palmetto Station Traction Power Sub-Station (TPSS).

Currently, the Palmetto Metrorail Station electrical power needs are being supplied by the Okeechobee and Lehman Yard Traction Power Substations (TPSS). The design of the new substation will be the same as other existing traction power substations. Because of the anticipated higher minimum operating voltage required for the Metrorail replacement vehicles, this substation is required to be available and operable prior to the arrival of the new Metrorail vehicles.

The new TPSS will be located on a parcel of land owned by MDT, which is adjoining and directly south of the Palmetto Metrorail Station at the southeast corner of Folio #22-3010-008-0191 in the Town of Medley.

WORK ORDER DESCRIPTION: Engineering, design and construction of two new 13.2 KV dedicated feeders for the Traction Power Substation and equipment that is needed to provide electrical service feeders to the proposed traction power substation.

PRIMARY COMMISSION DISTRICT:	The Palmetto Traction Power Substation Station is located within Miami-Dade Commission District 12 (Diaz). However, since this project improves overall Metrorail services, this project is of countywide impact.
MANAGING AGENCY:	Miami-Dade Transit (MDT)

Fiscal Impact / Funding Source

FUNDING SOURCE:	The project will be funded 100% from American Recovery and Reinvestment Act (ARRA) funds, Federal Transit Administration (FTA) Section 5307/5309 Formula Grant.
BASE WORK ORDER AMOUNT:	The Work Order amount is $2,621,085.00
REVISION # 1 AMOUNT:	The Revision #1 amount is $265,551.02
FISCAL IMPACT:	The fiscal impact of this Revision #1 Work Order No. FPL-TPSS-PY-2 is $265,551.02 and will be 100% funded from ARRA funds.

Track Record / Monitor

PREVIOUS AGREEMENTS WITH COUNTY:	FPL has multiple agreements with several County departments, including MDT.
JUSTIFICATION:	Two dedicated 13.2 KV electrical service feeders are required from Florida Power and Light (FPL) to support the operation of the proposed Palmetto Station Traction Power Sub-Station Project. Each TPSS provides the required power that feeds the third rail which, in turn, supplies the necessary power for the rail vehicles to operate. The additional $265,551.02 is needed to cover unforeseeable construction and engineering costs needed to complete the installation of the feeders. Such unforeseen conditions included conflicts with underground utilities at various locations, conflicts with existing drainage, catch basins, French drainage as well as other obstacles. The cost breakdown is $190,917.47 for labor and materials and $74,633.55 for the engineering. Approximately 50% of the material costs were due to additional copper cables required by FPL to complete the installation. The other 50% of the material costs incurred in flowable fill, additional manhole, conduits, pavement restoration, all as a result of the above mentioned conflicts. This estimate was reviewed by MDT and the engineering consultant to ensure that the estimate reflects the work performed to complete the design and construction of the FPL distribution electrical service feeder lines.

FIRM:	Florida Power & Light Company Note: The utility design may be performed by FPL or by their engineering consultant. The utility construction may be performed by either FPL or FPL contractors. Said contractors are under a contract award to the lowest qualified bidder who submitted a proposal in conformity with the requirements and specifications of the work. This is in accordance with Phase I Contribution Administration Agreement.
LOCATION OF FIRM:	Juno Beach, Florida
COMPANY PRINCIPALS:	Company's stockholders
HOW LONG IN BUSINESS:	85 Years
PROJECT MANAGER:	The person responsible for managing this work order is Froilan I. Baez, Chief of the Right of Way, Utilities & Property Management Division.
Delegated Authority	In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which include authority for the Mayor, or Mayor's designee, to execute and terminate the agreement.
Background	Resolution R-217-13, approved on April 2, 2013, Ratified the Actions of the County Mayor or County Mayor's Designee in Authorizing Various Capital Improvements Contracts and American Recovery and Reinvestment Act Contract Awards Pursuant to Section 2-8.2.7 of the Code of Miami-Dade County Relating to the Economic Stimulus Plan and Authorizing Use of Charter County Transportation Surtax Funds. The Resolution included an amendment to the Florida Power and Light Metrorail Phase I Contribution Administration Agreement and Issuance of Work Order in the amount of up to $2,621,085 that allowed FPL to proceed with completion of the electrical service requirements for the Palmetto Station Traction Power Sub-Station Project. This Work Order Revision # 1 is necessary to cover unforeseeable construction costs to complete the installation of the new two dedicated 13.2 KV electrical service feeder lines to the proposed Palmetto Station TPSS. The largest portion of the feeder lines installation work was completed by September 2013, thus allowing the Palmetto Station TSPS to go into operation without any FPL power related delays. All FPL work was completed by October, 2013.

Deputy Mayor
Alina T. Hudak

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: September 3, 2014

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(N)(2)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(2)
9-3-14

RESOLUTION NO. _____

RESOLUTION RATIFYING REVISION NO. 1 OF THE FLORIDA POWER AND LIGHT WORK ORDER NO. FPL-TPSS-PY-2 FOR AN AMOUNT NOT TO EXCEED $265,551.02 TO PROVIDE DEDICATED ELECTRICAL SERVICE FEEDERS TO THE PALMETTO METRORAIL STATION TRACTION POWER SUB-STATION PROJECT

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the issuance of Revision No. 1 to Work Order No. FPL-TPSS-PY-2 for an amount not to exceed $265,551.02, to cover unforeseeable construction and engineering costs needed to complete the installation of the two dedicated 13.2 KV electrical service feeders to the Palmetto Metrorail Traction Power Sub-Station, in substantially the form attached hereto and made a part hereto; and authorizing the Mayor or Mayor's designee to execute same for and on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner ,
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of September, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

MIAMI-DADE COUNTY

WORK ORDER for UTILITY NEW SERVICES

WORK ORDER No.: FPL-TPSS-PY-2 Rev #1

TO: *Florida Power & Light Company*

FOR: Installation of two dedicated 13.2 KV feeders for Palmetto Metrorail Traction Power Substation

DATE: January 21, 2014
PROJECT NAME: Palmetto TPSS CIP030
FCSC: 49.01
DESCRIPTION: Work Order Revision #1
CONTRACT No. CIP023-CTI-TR09-R2

SCOPE OF WORK: *(USE ADDITIONAL SHEETS AS REQUIRED)*

Installation of two dedicated 13.2 KV feeders for Palmetto Metrorail Station New Traction Power Substation (TPSS). (see attached Work Order Request No. FPL-TPSS-PY-2 from FPL)

Revision #1 (12-17-13) This revision provides for additional costs incurred by FPL during construction. The approximate cost breakdown is: $105,000 for power cables material cost; $60,000 for the construction of the duct bank; $20,000 for the cable connections in the FPL vault; $8,000 for additional disconnect switches in the FPL vault and $75,000 for the associated engineering. The total for this Revision #1 is $268,000

Method of Payment:

	YES	NO
ARE PTP FUNDS INCLUDED?	☐	☒
ARE STATE FUNDS INCLUDED?	☐	☒
ARE FEDERAL FUNDS INCLUDED?	☒	☐

FM No. JPA No.

COMPLETION SCHEDULE:
Revision #1
Start Date: 4/16/2012
Completion Date: 10/17/2013

Original Work Order	$2,621,085.00
Revision # 1	$268,000.00
MAX. COMPENSATION:	$2,889,085.00
FUNDS AVAILABLE:	YES
INDEX CODE:	MTAR96125403
SUB-OBJECT:	94212
GRANT:	MTAR96
PROJECT:	CIP030

Orlando Cepero 1/21/2014
Project Manager, Orlando Cepero P.E. DATE

Frollan Baez 1/24/14
Chief of ROW, Frollan Baez DATE

MDT Budget, Robert Villar DATE

Assistant Director, Albert A. Hernandez, P.E. DATE

Director, Ysela Llort DATE

Deputy Mayor, Ed Marquez DATE

FPL

PAYMENT COUPON

/411500633001680000052818000524170002655510 2

4,1,1500,633001,6800000528,1800052417,0,0026555102
Please mail this portion with your check

1800052417 1 of 1

Cust. No.:6800000528	Inv. No.:1800052417
This Month's Charges Past Due After 01/11/2014	Amount Due This Invoice $ 265,551.02

METRO DADE COUNTY TRANSIT
111 NW 1 ST STE 910
MIAMI FL 33128

Make check payable to FPL in USD and mail payments to address below

FPL
General Mail Facility
Miami FL 33188-0001

Florida Power & Light Company
Invoice
Customer Name and Address

METRO DADE COUNTY TRANSIT
111 NW 1 ST STE 910
MIAMI FL 33128

Federal Tax Id.#: 59-0247775

Customer Number:	6800000528
Invoice Number:	1800052417
Invoice Date:	12/12/2013

4,1,1500,633001,6800000528,1800052417,0,0026555102
Please retain this portion for your records

CURRENT CHARGES AND CREDITS
Customer No: 6800000528 Invoice No: 1800052417

Description	Amount
MET Palmetto 79F D00003731437	177,585.57
MET Palmetto 79F D00003731443	44,820.42-
MET Palmetto 79F D00003731445	8,092.08
MET Palmetto 79F D00003731447	603.27-
MET Palmetto 79F D00003731448	112,153.37
MET Palmetto 79F D00003839226	13,143.69

For Inquiries Contact: Byron Sample: 954-321-2056	Total Amount Due $265,551.02 This Month's Charges Past Due After 01/11/2014

1800052417 1 of 1

FPL.

December 13, 2013

Mr. Froilan Baez, Utility Manager
Miami Dade Transit
701 NW 1st Court, 15th Floor
Miami, FL. 33132

Re: Palmetto Traction Power Station New Service,
Final Billing

Dear Mr. Baez,

The new service work requested for the above reference project by Miami-Dade Transit in accordance with the Dade County & FPL Utility Master Agreement along with the 2nd Amendment as approved on May 5, 2012 by the Deputy Mayor was completed. The enclosed final bill is to recover the remaining costs incurred by FPL to install underground facilities from the initial phase of project which started along NW 74 ST and NW 72nd Avenue.

Enclosed please find the necessary supporting documentation. As the new service related work has been completed, any further requests (i.e. vault standby) will be handled separately along with any billing if required.

The previously approved and binding cost quote was $2, 621,085 and previous payments have been received with partial billing #1 in the amount of $1,465,004.52 (Invoice # 1800023705 on 8/13/12) and partial billing #2 in the amount of $1,155,000 (Invoice # 1800039927 on 5/23/13) for sub-total amount of $2,620,004.52. The FPL vault with both feeders were energized with metering completed on October 21, 2013 with the remaining billing amount due is $265,551.02 for total project cost $2,885,555.54 as included in the attached detailed billing.

I certify that the enclosed invoice number #1800052417 is correct and just, and that this final billing total amount included has been earned in the furtherance of the work and in conformity with the contractual provisions. I also certify that the payment of these charges in the amount of $265,551.02 has not been received. I further certify that the sub- consultants, contractors and/or sub-contractors, who have performed any work on this project as of this date, have been paid their proportionate share of all previous expenses.

If you should have any questions, or if you should need any additional information, please contact me at (954) 321-2056. Your prompt attention to this matter would be greatly appreciated.

Sincerely,

B. A. Sample

Byron A. Sample
Senior Engineer
Engineering & Project Management

Florida Power & Light Company

EPM/AOB - 7200 NW 4th Street, Plantation, FL 33317

Reimbursable Billing Audit Report
Billing Summary
METRO DADE COUNTY TRANSIT
Project Level

Type of Bill: Final Bill
Project Name: MET Palmetto 79F

Work Order		Amount
D00003731437	Total Charges	$1,989,273.98
D00003731437	Less Previous Invoice (#1800023705) on 13-AUG-12	$973,091.09
D00003731437	Less Previous Invoice (#1800039927) on 23-MAY-13	$838,597.32
D00003731437	Current Billing	$177,585.57
D00003731443	Total Charges	$262,544.35
D00003731443	Less Previous Invoice (#1800023705) on 13-AUG-12	$275,167.54
D00003731443	Less Previous Invoice (#1800039927) on 23-MAY-13	$32,197.23
D00003731443	Current Billing	($44,820.42)
D00003731445	Total Charges	$392,429.45
D00003731445	Less Previous Invoice (#1800023705) on 13-AUG-12	$216,406.65
D00003731445	Less Previous Invoice (#1800039927) on 23-MAY-13	$167,930.72
D00003731445	Current Billing	$8,092.08
D00003731447	Total Charges	$116,010.70
D00003731447	Less Previous Invoice (#1800023705) on 13-AUG-12	$339.24
D00003731447	Less Previous Invoice (#1800039927) on 23-MAY-13	$116,274.73
D00003731447	Current Billing	($603.27)
D00003731448	Total Charges	$112,153.37
D00003731448	Current Billing	$112,153.37
D00003839226	Total Charges	$13,143.69
D00003839226	Current Billing	$13,143.69
	Total Current Billing	**$265,551.02**

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Palmetto New Service to Traction Power Station for Metrorail

Florida Power & Light Company

Summary of Actual Cost & Billing

Work Order Level

Type of Bill: Final Bill
Project Name: MET Palmetto 79F
Work Order: D00003731437

Line No	Salvage	Removal	Item	Item Cost	Total
6			(A) ENGINEERING		
7			Labor		
8			Additives of Labor		
9			Transportation		
10			Applied Engineering	$483,924.22	
11			Contractor & Misc. Expenses		
12			Additives of Contractor/Misc. Expenses		
13			Sub-total	$483,924.22	$483,924.22
14					
15			(B) LAND & LAND RIGHTS (RIGHT OF WAY)		
16			Labor		
17			Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			Additives of Contractor & Misc. Expenses		
22			Sub-total		
23					
24			(C) CONSTRUCTION		
25			Labor		
26			Additives of Labor		
27			Transportation Expenses		
28			Material	$190,335.70	
29			Stores Loading	$17,863.85	
30			Contractor & Misc. Expenses	$1,297,150.21	
31			Additives of Contractor & Misc. Expenses		
32			Sub-total	$1,505,349.76	$1,505,349.76
33					
34			(D) OTHER - MAINTENANCE		
35			Labor		
36			Additives of Labor		
37			Transportation Expenses		
38			Material		
39			Stores Handling		
40			Contractor & Misc. Expenses		
41			Additives of Contractor & Misc. Expenses		
42			Sub-total		
43					
44			(E) ADMINISTRATIVE & GENERAL COSTS		
45			Payroll Rate		
46			General Exp. Rate		
47			Additives of A& G Payroll Rate		
48			Sub-total		
49					
50			(F) TAX GROSS UP		
51			Tax Gross Up		
52			Sub-total		
53					
54	$0.00	$0.00	GRAND TOTAL	$1,989,273.98	$1,989,273.98

55	TOTAL INSTALLATION AND MAINTENANCE COST	$1,989,273.98
56	TOTAL REMOVAL COST	$0.00
57	SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)	$0.00
58	SUB-TOTAL	$1,989,273.98
59	CREDIT FROM AGREEMENT (0%)	$0.00
60	CREDIT: EARNED INTEREST ON UNUSED DEPOSIT (PER AGREEMENT)	$0.00
61	NET REPLACEMENT COST (Sum lines 58, 59, and 60)	$1,989,273.98

Palmetto New Service to Traction Power Station for Metrorail

Florida Power & Light Company
Summary of Actual Cost & Billing
Work Order Level

Type of Bill: Final Bill
Project Name: MET Palmetto 79F
Work Order: D00003731443

Line No	Salvage	Removal	Item	Item Cost	Total
6			(A) ENGINEERING		
7			Labor		
8			Additives of Labor		
9			Transportation		
10			Applied Engineering	$81,636.53	
11			Contractor & Misc. Expenses		
12			Additives of Contractor/Misc. Expenses		
13			Sub-total	$81,636.53	$81,636.53
14					
15			(B) LAND & LAND RIGHTS (RIGHT OF WAY)		
16			Labor		
17			Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			Additives of Contractor & Misc. Expenses		
22			Sub-total		
23					
24			(C) CONSTRUCTION		
25			Labor	($75,997.53)	
26			Additives of Labor	$92.29	
27			Transportation Expenses		
28			Material	$45,594.26	
29			Stores Loading	$3,641.86	
30			Contractor & Misc. Expenses	$207,587.72	
31			Additives of Contractor & Misc. Expenses		
32			Sub-total	$180,918.60	$180,918.60
33					
34			(D) OTHER - MAINTENANCE		
35			Labor		
36			Additives of Labor		
37			Transportation Expenses		
38			Material		
39			Stores Handling		
40			Contractor & Misc. Expenses		
41			Additives of Contractor & Misc. Expenses		
42			Sub-total		
43					
44			(E) ADMINISTRATIVE & GENERAL COSTS		
45			Payroll Rate		
46			General Exp. Rate		
47			Additives of A& G Payroll Rate		
48			Sub-total		
49					
50			(F) TAX GROSS UP		
51			Tax Gross Up		
52			Sub-total		
53					
54	$0.00	$0.00	GRAND TOTAL	$262,555.13	$262,555.13

55	TOTAL INSTALLATION AND MAINTENANCE COST	$262,555.13
56	TOTAL REMOVAL COST	$0.00
57	SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)	$0.00
58	SUB-TOTAL	$262,555.13
59	CREDIT FROM AGREEMENT (0%)	$0.00
60	CREDIT: EARNED INTEREST ON UNUSED DEPOSIT (PER AGREEMENT)	$0.00
61	NET REPLACEMENT COST (Sum lines 58, 59, and 60)	$262,555.13

Florida Power & Light Company

Calculation of Administrative & General Costs

Work Order Level

Type of Bill: Final Bill
Project Name: MET Palmetto 79F
Work Order: D00003731443

		Removal	Installation and Maintenance
Engineering Labor	Line 7	$ 0.00	$ 0.00
Applied Engineering	Line 10	$ 0.00	$ 81,636.53
Eng. Cont. & Misc. Exp	Line 11	$ 0.00	$ 0.00
Land Rights Labor	Line 16	$ 0.00	$ 0.00
Land. Cont. & Misc. Exp	Line 20	$ 0.00	$ 0.00
Construction Labor	Line 25	$ 0.00	$ -75,997.53
Cnst. Cont. & Misc. Exp	Line 30	$ 0.00	$ 207,587.72
Other Labor	Line 35	$ 0.00	$ 0.00
Othe. Cont. & Misc. Exp	Line 40	$ 0.00	$ 0.00
Fixed Labor/Supervisory	Schedule B	$ 0.00	$ 0.00
Subtotal		$ 0.00	$ 213,226.72

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Palmetto New Service to Traction Power Station for Metrorail

Florida Power & Light Company

Summary of Actual Cost & Billing

Work Order Level

Type of Bill: Final Bill
Project Name: MET Palmetto 79F
Work Order: D00003731445

Line No	Salvage	Removal	Item	Item Cost	Total
6			(A) ENGINEERING		
7			Labor		
8			Additives of Labor		
9			Transportation		
10			Applied Engineering	$98,067.29	
11			Contractor & Misc. Expenses		
12			Additives of Contractor/Misc. Expenses		
13			Sub-total	$98,067.29	$98,067.29
14					
15			(B) LAND & LAND RIGHTS (RIGHT OF WAY)		
16			Labor		
17			Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			Additives of Contractor & Misc. Expenses		
22			Sub-total		
23					
24			(C) CONSTRUCTION		
25			Labor	$142.55	
26			Additives of Labor	$28.68	
27			Transportation Expenses	$49.32	
28			Material	$205,807.66	
29			Stores Loading	$16,393.17	
30			Contractor & Misc. Expenses	$71,944.13	
31			Additives of Contractor & Misc. Expenses		
32			Sub-total	$294,365.51	$294,365.51
33					
34			(D) OTHER - MAINTENANCE		
35			Labor		
36			Additives of Labor		
37			Transportation Expenses		
38			Material		
39			Stores Handling		
40			Contractor & Misc. Expenses		
41			Additives of Contractor & Misc. Expenses		
42			Sub-total		
43					
44			(E) ADMINISTRATIVE & GENERAL COSTS		
45			Payroll Rate		
46			General Exp. Rate		
47			Additives of A& G Payroll Rate		
48			Sub-total		
49					
50			(F) TAX GROSS UP		
51			Tax Gross Up		
52			Sub-total		
53					
54	$0.00	$0.00	GRAND TOTAL	$392,432.80	$392,432.80

55	TOTAL INSTALLATION AND MAINTENANCE COST	$392,432.80
56	TOTAL REMOVAL COST	$0.00
57	SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)	$0.00
58	SUB-TOTAL	$392,432.80
59	CREDIT FROM AGREEMENT (0%)	$0.00
60	CREDIT: EARNED INTEREST ON UNUSED DEPOSIT (PER AGREEMENT)	$0.00
61	NET REPLACEMENT COST (Sum lines 58, 59, and 60)	$392,432.80

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Florida Power & Light Company

Calculation of Administrative & General Costs

Work Order Level

Type of Bill	Final Bill
Project Name	MET Palmetto 79F
Work Order	D00003731445

		Removal	Installation and Maintenance
Engineering Labor	Line 7	$ 0.00	$ 0.00
Applied Engineering	Line 10	$ 0.00	$ 98,067.29
Eng. Cont. & Misc. Exp	Line 11	$ 0.00	$ 0.00
Land Rights Labor	Line 16	$ 0.00	$ 0.00
Land. Cont. & Misc. Exp	Line 20	$ 0.00	$ 0.00
Construction Labor.	Line 25	$ 0.00	$ 142.55
Cnst. Cont. & Misc. Exp	Line 30	$ 0.00	$ 71,944.13
Other Labor	Line 35	$ 0.00	$ 0.00
Othe. Cont. & Misc. Exp	Line 40	$ 0.00	$ 0.00
Fixed Labor/Supervisory	Schedule B	$ 0.00	$ 0.00
Subtotal		$ 0.00	$ 170,153.97

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Palmetto New Service to Traction Power Station for Metrorail

Florida Power & Light Company

Summary of Actual Cost & Billing

Work Order Level

Type of Bill: Final Bill
Project Name: MET Palmetto 79F
Work Order: D00003731447

Line No	Salvage	Removal	Item	Item Cost	Total
6			(A) ENGINEERING		
7			Labor		
8			Additives of Labor		
9			Transportation		
10			Applied Engineering	$28,479.89	
11			Contractor & Misc. Expenses		
12			Additives of Contractor/Misc. Expenses		
13			Sub-total	$28,479.89	$28,479.89
14					
15			(B) LAND & LAND RIGHTS (RIGHT OF WAY)		
16			Labor		
17			Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			Additives of Contractor & Misc. Expenses		
22			Sub-total		
23					
24			(C) CONSTRUCTION		
25			Labor	$82.52	
26			Additives of Labor	$18.17	
27			Transportation Expenses		
28			Material	$64,119.04	
29			Stores Loading	$6,074.41	
30			Contractor & Misc. Expenses	$17,238.66	
31			Additives of Contractor & Misc. Expenses		
32			Sub-total	$87,532.80	$87,532.80
33					
34			(D) OTHER - MAINTENANCE		
35			Labor		
36			Additives of Labor		
37			Transportation Expenses		
38			Material	$0.03	
39			Stores Handling		
40			Contractor & Misc. Expenses		
41			Additives of Contractor & Misc. Expenses		
42			Sub-total	$0.03	$0.03
43					
44			(E) ADMINISTRATIVE & GENERAL COSTS		
45			Payroll Rate		
46			General Exp. Rate		
47			Additives of A& G Payroll Rate		
48			Sub-total		
49					
50			(F) TAX GROSS UP		
51			Tax Gross Up		
52			Sub-total		
53					
54	$0.00	$0.00	GRAND TOTAL	$116,012.72	$116,012.72

55	TOTAL INSTALLATION AND MAINTENANCE COST	$116,012.72
56	TOTAL REMOVAL COST	$0.00
57	SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)	$0.00
58	SUB-TOTAL	$116,012.72
59	CREDIT FROM AGREEMENT (0%)	$0.00
60	CREDIT: EARNED INTEREST ON UNUSED DEPOSIT (PER AGREEMENT)	$0.00
61	NET REPLACEMENT COST (Sum lines 58, 59, and 60)	$116,012.72

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Florida Power & Light Company

Calculation of Administrative & General Costs

Work Order Level

Type of Bill: Final Bill
Project Name: MET Palmetto 79F
Work Order: D00003731447

		Removal	Installation and Maintenance
Engineering Labor	Line 7	$ 0.00	$ 0.00
Applied Engineering	Line 10	$ 0.00	$ 28,479.89
Eng. Cont. & Misc. Exp	Line 11	$ 0.00	$ 0.00
Land Rights Labor	Line 16	$ 0.00	$ 0.00
Land. Cont. & Misc. Exp	Line 20	$ 0.00	$ 0.00
Construction Labor	Line 25	$ 0.00	$ 82.52
Cnst. Cont. & Misc. Exp	Line 30	$ 0.00	$ 17,238.66
Other Labor	Line 35	$ 0.00	$ 0.00
Othe. Cont. & Misc. Exp	Line 40	$ 0.00	$ 0.00
Fixed Labor/Supervisory	Schedule B	$ 0.00	$ 0.00
Subtotal		$ 0.00	$ 45,801.07

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Palmetto New Service to Traction Power Station for Metrorail

Florida Power & Light Company

Summary of Actual Cost & Billing

Work Order Level

Type of Bill: Final Bill
Project Name: MET Palmetto 79F
Work Order: D00003731448

Line No	Salvage	Removal	Item	Item Cost	Total
6			(A) ENGINEERING		
7			Labor		
8			Additives of Labor		
9			Transportation		
10			Applied Engineering	$25,210.22	
11			Contractor & Misc. Expenses		
12			Additives of Contractor/Misc. Expenses		
13			Sub-total	$25,210.22	$25,210.22
14					
15			(B) LAND & LAND RIGHTS (RIGHT OF WAY)		
16			Labor		
17			Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			Additives of Contractor & Misc. Expenses		
22			Sub-total		
23					
24			(C) CONSTRUCTION		
25			Labor	$536.58	
26			Additives of Labor	$118.12	
27			Transportation Expenses	$125.45	
28			Material	$57,454.80	
29			Stores Loading	$4,833.77	
30			Contractor & Misc. Expenses	$23,887.63	
31			Additives of Contractor & Misc. Expenses		
32			Sub-total	$86,956.35	$86,956.35
33					
34			(D) OTHER - MAINTENANCE		
35			Labor		
36			Additives of Labor		
37			Transportation Expenses		
38			Material		
39			Stores Handling		
40			Contractor & Misc. Expenses		
41			Additives of Contractor & Misc. Expenses		
42			Sub-total		
43					
44			(E) ADMINISTRATIVE & GENERAL COSTS		
45			Payroll Rate		
46			General Exp. Rate		
47			Additives of A& G Payroll Rate		
48			Sub-total		
49					
50			(F) TAX GROSS UP		
51			Tax Gross Up		
52			Sub-total		
53					
54	$0.00	$0.00	GRAND TOTAL	$112,166.57	$112,166.57

55	TOTAL INSTALLATION AND MAINTENANCE COST	$112,166.57
56	TOTAL REMOVAL COST	$0.00
57	SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)	$0.00
58	SUB-TOTAL	$112,166.57
59	CREDIT FROM AGREEMENT (0%)	$0.00
60	CREDIT: EARNED INTEREST ON UNUSED DEPOSIT (PER AGREEMENT)	$0.00
61	NET REPLACEMENT COST (Sum lines 58, 59, and 60)	$112,166.57

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Florida Power & Light Company

Calculation of Administrative & General Costs

Work Order Level

Type of Bill: Final Bill
Project Name: MET Palmetto 79F
Work Order: D00003731448

		Removal	Installation and Maintenance
Engineering Labor	Line 7	$ 0.00	$ 0.00
Applied Engineering	Line 10	$ 0.00	$ 25,210.22
Eng. Cont. & Misc. Exp	Line 11	$ 0.00	$ 0.00
Land Rights Labor	Line 16	$ 0.00	$ 0.00
Land. Cont. & Misc. Exp	Line 20	$ 0.00	$ 0.00
Construction Labor	Line 25	$ 0.00	$ 536.58
Cnst. Cont. & Misc. Exp	Line 30	$ 0.00	$ 23,887.63
Other Labor	Line 35	$ 0.00	$ 0.00
Othe. Cont. & Misc. Exp	Line 40	$ 0.00	$ 0.00
Fixed Labor/Supervisory	Schedule B	$ 0.00	$ 0.00
Subtotal		$ 0.00	$ 49,634.43

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Palmetto New Service to Traction Power Station for Metrorail

Florida Power & Light Company

Summary of Actual Cost & Billing

Work Order Level

Type of Bill: Final Bill
Project Name: MET Palmetto 79F
Work Order: D00003839226

Line No	Salvage	Removal	Item	Item Cost	Total
6			(A) ENGINEERING		
7			Labor		
8			Additives of Labor		
9			Transportation		
10		$2,005.75	Applied Engineering	$3,295.95	
11			Contractor & Misc. Expenses		
12			Additives of Contractor/Misc. Expenses		
13		$2,005.75	Sub-total	$3,295.95	$5,301.70
14					
15			(B) LAND & LAND RIGHTS (RIGHT OF WAY)		
16			Labor		
17			Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			Additives of Contractor & Misc. Expenses		
22			Sub-total		
23					
24			(C) CONSTRUCTION		
25			Labor		
26			Additives of Labor		
27			Transportation Expenses		
28			Material		
29			Stores Loading		
30		$5,995.24	Contractor & Misc. Expenses	$1,846.75	
31			Additives of Contractor & Misc. Expenses		
32		$5,995.24	Sub-total	$1,846.75	$7,841.99
33					
34			(D) OTHER - MAINTENANCE		
35			Labor		
36			Additives of Labor		
37			Transportation Expenses		
38			Material		
39			Stores Handling		
40			Contractor & Misc. Expenses		
41			Additives of Contractor & Misc. Expenses		
42			Sub-total		
43					
44			(E) ADMINISTRATIVE & GENERAL COSTS		
45			Payroll Rate		
46			General Exp. Rate		
47			Additives of A& G Payroll Rate		
48			Sub-total		
49					
50			(F) TAX GROSS UP		
51			Tax Gross Up		
52			Sub-total		
53					
54	$0.00	$8,000.99	GRAND TOTAL	$5,142.70	$13,143.69

55	TOTAL INSTALLATION AND MAINTENANCE COST	$5,142.70
56	TOTAL REMOVAL COST	$8,000.99
57	SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)	$0.00
58	SUB-TOTAL	$13,143.69
59	CREDIT FROM AGREEMENT (0%)	$0.00
60	CREDIT: EARNED INTEREST ON UNUSED DEPOSIT (PER AGREEMENT)	$0.00
61	NET REPLACEMENT COST (Sum lines 58, 59, and 60)	$13,143.69

Florida Power & Light Company

Calculation of Administrative & General Costs

Work Order Level

Type of Bill Final Bill
Project Name MET Palmetto 79F
Work Order D00003839226

		Removal	Installation and Maintenance
Engineering Labor	Line 7	$ 0.00	$ 0.00
Applied Engineering	Line 10	$ 2,005.75	$ 3,296.95
Eng. Cont. & Misc. Exp	Line 11	$ 0.00	$ 0.00
Land Rights Labor	Line 16	$ 0.00	$ 0.00
Land. Cont. & Misc. Exp	Line 20	$ 0.00	$ 0.00
Construction Labor	Line 25	$ 0.00	$ 0.00
Cnst. Cont. & Misc. Exp	Line 30	$ 5,995.24	$ 1,846.75
Other Labor	Line 35	$ 0.00	$ 0.00
Othe. Cont. & Misc. Exp	Line 40	$ 0.00	$ 0.00
Fixed Labor/Supervisory	Schedule B	$ 0.00	$ 0.00
Subtotal		$ 8,000.99	$ 5,142.70

Florida Power & Light Company

Palmetto New Service to Traction Power Station for Metrorail

Summary of Actual Cost & Billing

Project Level

Type of Bill: Final Bill

Project Name: MET Palmetto 79F

Line No	Salvage	Removal	Item	Item Cost	Total
6			(A) ENGINEERING		
7			Labor		
8			Additives of Labor		
9			Transportation		
10		$2,005.75	Applied Engineering	$720,614.10	
11			Contractor & Misc. Expenses		
12			Additives of Contractor/Misc. Expenses		
13		$2,005.75	Sub-total	$720,614.10	$722,619.85
14					
15			(B) LAND & LAND RIGHTS (RIGHT OF WAY)		
16			Labor		
17			Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			Additives of Contractor & Misc. Expenses		
22			Sub-total		
23					
24			(C) CONSTRUCTION		
25			Labor	($75,235.88)	
26			Additives of Labor	$257.26	
27			Transportation Expenses	$174.77	
28			Material	$563,311.46	
29			Stores Loading	$48,807.06	
30		$5,995.24	Contractor & Misc. Expenses	$1,619,655.10	
31			Additives of Contractor & Misc. Expenses		
32		$5,995.24	Sub-total	$2,156,969.77	$2,162,965.01
33					
34			(D) OTHER - MAINTENANCE		
35			Labor		
36			Additives of Labor		
37			Transportation Expenses		
38			Material	$0.03	
39			Stores Handling		
40			Contractor & Misc. Expenses		
41			Additives of Contractor & Misc. Expenses		
42			Sub-total	$0.03	$0.03
43					
44			(E) ADMINISTRATIVE & GENERAL COSTS		
45			Payroll Rate		
46			General Exp. Rate		
47			Additives of A & G Payroll Rate		
48			Sub-total		
49					
50			(F) TAX GROSS UP		
51			Tax Gross Up		
52			Sub-total		
53					
54	$0.00	$8,000.99	GRAND TOTAL	$2,877,583.90	$2,885,584.89

55	TOTAL INSTALLATION AND MAINTENANCE COST	$2,877,583.90
56	TOTAL REMOVAL COST	$8,000.99
57	SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)	$0.00
58	SUB-TOTAL	$2,885,584.89
59	CREDIT FROM AGREEMENT	$0.00
60	CREDIT: EARNED INTEREST ON UNUSED DEPOSIT (PER AGREEMENT)	$0.00
61	NET REPLACEMENT COST (Sum lines 58, 59, and 60)	$2,885,584.89

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Reimbursable Billing Audit Report
Billing Summary
METRO DADE COUNTY TRANSIT
Project Level

Type of Bill: Final Bill
Project Name: MET Palmetto 79F

Work Order		Amount
D00003731437	Total Charges	$1,989,273.98
D00003731437	Less Previous Invoice (#1800023705) on 13-AUG-12	$973,091.09
D00003731437	Less Previous Invoice (#1800039927) on 23-MAY-13	$838,597.32
D00003731437	Current Billing	$177,585.57
D00003731443	Total Charges	$262,544.35
D00003731443	Less Previous Invoice (#1800023705) on 13-AUG-12	$275,167.54
D00003731443	Less Previous Invoice (#1800039927) on 23-MAY-13	$32,197.23
D00003731443	Current Billing	($44,820.42)
D00003731445	Total Charges	$392,429.45
D00003731445	Less Previous Invoice (#1800023705) on 13-AUG-12	$216,406.65
D00003731445	Less Previous Invoice (#1800039927) on 23-MAY-13	$167,930.72
D00003731445	Current Billing	$8,092.08
D00003731447	Total Charges	$116,010.70
D00003731447	Less Previous Invoice (#1800023705) on 13-AUG-12	$339.24
D00003731447	Less Previous Invoice (#1800039927) on 23-MAY-13	$116,274.73
D00003731447	Current Billing	($603.27)
D00003731448	Total Charges	$112,153.37
D00003731448	Current Billing	$112,153.37
D00003839226	Total Charges	$13,143.69
D00003839226	Current Billing	$13,143.69
	Total Current Billing	**$265,551.02**

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Palmetto New Service to Traction Power Station for Metrorail

Florida Power & Light Company

Summary of Actual Cost & Billing

Work Order Level

Type of Bill: Final Bill
Project Name: MET Palmetto 79F
Work Order: D00003731437

Line No	Salvage	Removal	Item	Item Cost	Total
6			(A) ENGINEERING		
7			Labor		
8			Additives of Labor		
9			Transportation		
10			Applied Engineering	$483,924.22	
11			Contractor & Misc. Expenses		
12			Additives of Contractor/Misc. Expenses		
13			Sub-total	$483,924.22	$483,924.22
14					
15			(B) LAND & LAND RIGHTS (RIGHT OF WAY)		
16			Labor		
17			Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			Additives of Contractor & Misc. Expenses		
22			Sub-total		
23					
24			(C) CONSTRUCTION		
25			Labor		
26			Additives of Labor		
27			Transportation Expenses		
28			Material	$190,335.70	
29			Stores Loading	$17,863.85	
30			Contractor & Misc. Expenses	$1,297,150.21	
31			Additives of Contractor & Misc. Expenses		
32			Sub-total	$1,505,349.76	$1,505,349.76
33					
34			(D) OTHER - MAINTENANCE		
35			Labor		
36			Additives of Labor		
37			Transportation Expenses		
38			Material		
39			Stores Handling		
40			Contractor & Misc. Expenses		
41			Additives of Contractor & Misc. Expenses		
42			Sub-total		
43					
44			(E) ADMINISTRATIVE & GENERAL COSTS		
45			Payroll Rate		
46			General Exp. Rate		
47			Additives of A& G Payroll Rate		
48			Sub-total		
49					
50			(F) TAX GROSS UP		
51			Tax Gross Up		
52			Sub-total		
53					
54	$0.00	$0.00	GRAND TOTAL	$1,989,273.98	$1,989,273.98

55	TOTAL INSTALLATION AND MAINTENANCE COST	$1,989,273.98
56	TOTAL REMOVAL COST	$0.00
57	SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)	$0.00
58	SUB-TOTAL	$1,989,273.98
59	CREDIT FROM AGREEMENT (0%)	$0.00
60	CREDIT: EARNED INTEREST ON UNUSED DEPOSIT (PER AGREEMENT)	$0.00
61	NET REPLACEMENT COST (Sum lines 58, 59, and 60)	$1,989,273.98

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Palmetto New Service to Traction Power Station for Metrorail

Florida Power & Light Company
Summary of Actual Cost & Billing
Work Order Level

Type of Bill: Final Bill
Project Name: MET Palmetto 79F
Work Order: D00003731443

Line No	Salvage	Removal	Item	Item Cost	Total
6			(A) ENGINEERING		
7			Labor		
8			Additives of Labor		
9			Transportation		
10			Applied Engineering	$81,636.53	
11			Contractor & Misc. Expenses		
12			Additives of Contractor/Misc. Expenses		
13			Sub-total	$81,636.53	$81,636.53
14					
15			(B) LAND & LAND RIGHTS (RIGHT OF WAY)		
16			Labor		
17			Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			Additives of Contractor & Misc. Expenses		
22			Sub-total		
23					
24			(C) CONSTRUCTION		
25			Labor	($75,997.53)	
26			Additives of Labor	$92.29	
27			Transportation Expenses		
28			Material	$45,594.26	
29			Stores Loading	$3,641.86	
30			Contractor & Misc. Expenses	$207,587.72	
31			Additives of Contractor & Misc. Expenses		
32			Sub-total	$180,918.60	$180,918.60
33					
34			(D) OTHER - MAINTENANCE		
35			Labor		
36			Additives of Labor		
37			Transportation Expenses		
38			Material		
39			Stores Handling		
40			Contractor & Misc. Expenses		
41			Additives of Contractor & Misc. Expenses		
42			Sub-total		
43					
44			(E) ADMINISTRATIVE & GENERAL COSTS		
45			Payroll Rate		
46			General Exp. Rate		
47			Additives of A& G Payroll Rate		
48			Sub-total		
49					
50			(F) TAX GROSS UP		
51			Tax Gross Up		
52			Sub-total		
53					
54	$0.00	$0.00	GRAND TOTAL	$262,555.13	$262,555.13

55	TOTAL INSTALLATION AND MAINTENANCE COST	$262,555.13
56	TOTAL REMOVAL COST	$0.00
57	SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)	$0.00
58	SUB-TOTAL	$262,555.13
59	CREDIT FROM AGREEMENT (0%)	$0.00
60	CREDIT: EARNED INTEREST ON UNUSED DEPOSIT (PER AGREEMENT)	$0.00
61	NET REPLACEMENT COST (Sum lines 58, 59, and 60)	$262,555.13

Florida Power & Light Company

Calculation of Administrative & General Costs

Work Order Level

Type of Bill	Final Bill
Project Name	MET Palmetto 79F
Work Order	D00003731443

		Removal	Installation and Maintenance
Engineering Labor	Line 7	$ 0.00	$ 0.00
Applied Engineering	Line 10	$ 0.00	$ 81,636.53
Eng. Cont. & Misc. Exp	Line 11	$ 0.00	$ 0.00
Land Rights Labor	Line 16	$ 0.00	$ 0.00
Land. Cont. & Misc. Exp	Line 20	$ 0.00	$ 0.00
Construction Labor	Line 25	$ 0.00	$ -75,997.53
Cnst. Cont. & Misc. Exp	Line 30	$ 0.00	$ 207,587.72
Other Labor	Line 35	$ 0.00	$ 0.00
Othe. Cont. & Misc. Exp	Line 40	$ 0.00	$ 0.00
Fixed Labor/Supervisory	Schedule B	$ 0.00	$ 0.00
Subtotal		$ 0.00	$ 213,226.72

Palmetto New Service to Traction Power Station for Metrorail

Florida Power & Light Company

Summary of Actual Cost & Billing

Work Order Level

Type of Bill	Final Bill
Project Name	MET Palmetto 79F
Work Order	D00003731445

Line No	Salvage	Removal	Item	Item Cost	Total
6			(A) ENGINEERING		
7			Labor		
8			Additives of Labor		
9			Transportation		
10			Applied Engineering	$98,067.29	
11			Contractor & Misc. Expenses		
12			Additives of Contractor/Misc. Expenses		
13			Sub-total	$98,067.29	$98,067.29
14					
15			(B) LAND & LAND RIGHTS (RIGHT OF WAY)		
16			Labor		
17			Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			Additives of Contractor & Misc. Expenses		
22			Sub-total		
23					
24			(C) CONSTRUCTION		
25			Labor	$142.55	
26			Additives of Labor	$28.68	
27			Transportation Expenses	$49.32	
28			Material	$205,807.66	
29			Stores Loading	$16,393.17	
30			Contractor & Misc. Expenses	$71,944.13	
31			Additives of Contractor & Misc. Expenses		
32			Sub-total	$294,365.51	$294,365.51
33					
34			(D) OTHER - MAINTENANCE		
35			Labor		
36			Additives of Labor		
37			Transportation Expenses		
38			Material		
39			Stores Handling		
40			Contractor & Misc. Expenses		
41			Additives of Contractor & Misc. Expenses		
42			Sub-total		
43					
44			(E) ADMINISTRATIVE & GENERAL COSTS		
45			Payroll Rate		
46			General Exp. Rate		
47			Additives of A& G Payroll Rate		
48			Sub-total		
49					
50			(F) TAX GROSS UP		
51			Tax Gross Up		
52			Sub-total		
53					
54	$0.00	$0.00	GRAND TOTAL	$392,432.80	$392,432.80

55	TOTAL INSTALLATION AND MAINTENANCE COST	$392,432.80
56	TOTAL REMOVAL COST	$0.00
57	SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)	$0.00
58	SUB-TOTAL	$392,432.80
59	CREDIT FROM AGREEMENT (0%)	$0.00
60	CREDIT: EARNED INTEREST ON UNUSED DEPOSIT (PER AGREEMENT)	$0.00
61	NET REPLACEMENT COST (Sum lines 58, 59, and 60)	$392,432.80

Florida Power & Light Company

Calculation of Administrative & General Costs

Work Order Level

Type of Bill	Final Bill
Project Name	MET Palmetto 79F
Work Order	D00003731445

		Removal	Installation and Maintenance
Engineering Labor	Line 7	$ 0.00	$ 0.00
Applied Engineering	Line 10	$ 0.00	$ 98,067.29
Eng. Cont. & Misc. Exp	Line 11	$ 0.00	$ 0.00
Land Rights Labor	Line 16	$ 0.00	$ 0.00
Land. Cont. & Misc. Exp	Line 20	$ 0.00	$ 0.00
Construction Labor	Line 25	$ 0.00	$ 142.55
Cnst. Cont. & Misc. Exp	Line 30	$ 0.00	$ 71,944.13
Other Labor	Line 35	$ 0.00	$ 0.00
Othe. Cont. & Misc. Exp	Line 40	$ 0.00	$ 0.00
Fixed Labor/Supervisory	Schedule B	$ 0.00	$ 0.00
Subtotal		$ 0.00	$ 170,153.97

Palmetto New Service to Traction Power Station for Metrorail

Florida Power & Light Company

Summary of Actual Cost & Billing

Work Order Level

Type of Bill: Final Bill
Project Name: MET Palmetto 79F
Work Order: D00003731447

Line No	Salvage	Removal	Item	Item Cost	Total
6			(A) ENGINEERING		
7			Labor		
8			Additives of Labor		
9			Transportation		
10			Applied Engineering	$28,479.89	
11			Contractor & Misc. Expenses		
12			Additives of Contractor/Misc. Expenses		
13			Sub-total	$28,479.89	$28,479.89
14					
15			(B) LAND & LAND RIGHTS (RIGHT OF WAY)		
16			Labor		
17			Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			Additives of Contractor & Misc. Expenses		
22			Sub-total		
23					
24			(C) CONSTRUCTION		
25			Labor	$82.52	
26			Additives of Labor	$18.17	
27			Transportation Expenses		
28			Material	$64,119.04	
29			Stores Loading	$6,074.41	
30			Contractor & Misc. Expenses	$17,238.66	
31			Additives of Contractor & Misc. Expenses		
32			Sub-total	$87,532.80	$87,532.80
33					
34			(D) OTHER - MAINTENANCE		
35			Labor		
36			Additives of Labor		
37			Transportation Expenses		
38			Material	$0.03	
39			Stores Handling		
40			Contractor & Misc. Expenses		
41			Additives of Contractor & Misc. Expenses		
42			Sub-total	$0.03	$0.03
43					
44			(E) ADMINISTRATIVE & GENERAL COSTS		
45			Payroll Rate		
46			General Exp. Rate		
47			Additives of A& G Payroll Rate		
48			Sub-total		
49					
50			(F) TAX GROSS UP		
51			Tax Gross Up		
52			Sub-total		
53					
54	$0.00	$0.00	GRAND TOTAL	$116,012.72	$116,012.72

55	TOTAL INSTALLATION AND MAINTENANCE COST	$116,012.72
56	TOTAL REMOVAL COST	$0.00
57	SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)	$0.00
58	SUB-TOTAL	$116,012.72
59	CREDIT FROM AGREEMENT (0%)	$0.00
60	CREDIT: EARNED INTEREST ON UNUSED DEPOSIT (PER AGREEMENT)	$0.00
61	NET REPLACEMENT COST (Sum lines 58, 59, and 60)	$116,012.72

Florida Power & Light Company

Calculation of Administrative & General Costs

Work Order Level

Type of Bill	Final Bill
Project Name	MET Palmetto 79F
Work Order	D00003731447

		Removal	Installation and Maintenance
Engineering Labor	Line 7	$ 0.00	$ 0.00
Applied Engineering	Line 10	$ 0.00	$ 28,479.89
Eng. Cont. & Misc. Exp	Line 11	$ 0.00	$ 0.00
Land Rights Labor	Line 16	$ 0.00	$ 0.00
Land. Cont. & Misc. Exp	Line 20	$ 0.00	$ 0.00
Construction Labor	Line 25	$ 0.00	$ 82.52
Cnst. Cont. & Misc. Exp	Line 30	$ 0.00	$ 17,238.66
Other Labor	Line 35	$ 0.00	$ 0.00
Othe. Cont. & Misc. Exp	Line 40	$ 0.00	$ 0.00
Fixed Labor/Supervisory	Schedule B	$ 0.00	$ 0.00
Subtotal		$ 0.00	$ 45,801.07

Palmetto New Service to Traction Power Station for Metrorail

Florida Power & Light Company

Summary of Actual Cost & Billing

Work Order Level

Type of Bill: Final Bill
Project Name: MET Palmetto 79F
Work Order: D00003731448

Line No	Salvage	Removal	Item	Item Cost	Total
6			(A) ENGINEERING		
7			Labor		
8			Additives of Labor		
9			Transportation		
10			Applied Engineering	$25,210.22	
11			Contractor & Misc. Expenses		
12			Additives of Contractor/Misc. Expenses		
13			Sub-total	$25,210.22	$25,210.22
14					
15			(B) LAND & LAND RIGHTS (RIGHT OF WAY)		
16			Labor		
17			Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			Additives of Contractor & Misc. Expenses		
22			Sub-total		
23					
24			(C) CONSTRUCTION		
25			Labor	$536.58	
26			Additives of Labor	$118.12	
27			Transportation Expenses	$125.45	
28			Material	$57,454.80	
29			Stores Loading	$4,833.77	
30			Contractor & Misc. Expenses	$23,887.63	
31			Additives of Contractor & Misc. Expenses		
32			Sub-total	$86,956.35	$86,956.35
33					
34			(D) OTHER - MAINTENANCE		
35			Labor		
36			Additives of Labor		
37			Transportation Expenses		
38			Material		
39			Stores Handling		
40			Contractor & Misc. Expenses		
41			Additives of Contractor & Misc. Expenses		
42			Sub-total		
43					
44			(E) ADMINISTRATIVE & GENERAL COSTS		
45			Payroll Rate		
46			General Exp. Rate		
47			Additives of A& G Payroll Rate		
48			Sub-total		
49					
50			(F) TAX GROSS UP		
51			Tax Gross Up		
52			Sub-total		
53					
54	$0.00	$0.00	GRAND TOTAL	$112,166.57	$112,166.57

55	TOTAL INSTALLATION AND MAINTENANCE COST	$112,166.57
56	TOTAL REMOVAL COST	$0.00
57	SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)	$0.00
58	SUB-TOTAL	$112,166.57
59	CREDIT FROM AGREEMENT (0%)	$0.00
60	CREDIT: EARNED INTEREST ON UNUSED DEPOSIT (PER AGREEMENT)	$0.00
61	NET REPLACEMENT COST (Sum lines 58, 59, and 60)	$112,166.57

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Florida Power & Light Company

Calculation of Administrative & General Costs

Work Order Level

Type of Bill	Final Bill
Project Name	MET Palmetto 79F
Work Order	D00003731448

		Removal	Installation and Maintenance
Engineering Labor	Line 7	$ 0.00	$ 0.00
Applied Engineering	Line 10	$ 0.00	$ 25,210.22
Eng. Cont. & Misc. Exp	Line 11	$ 0.00	$ 0.00
Land Rights Labor	Line 16	$ 0.00	$ 0.00
Land. Cont. & Misc. Exp	Line 20	$ 0.00	$ 0.00
Construction Labor	Line 25	$ 0.00	$ 536.58
Cnst. Cont. & Misc. Exp	Line 30	$ 0.00	$ 23,887.63
Other Labor	Line 35	$ 0.00	$ 0.00
Othe. Cont. & Misc. Exp	Line 40	$ 0.00	$ 0.00
Fixed Labor/Supervisory	Schedule B	$ 0.00	$ 0.00
Subtotal		$ 0.00	$ 49,634.43

Palmetto New Service to Traction Power Station for Metrorail

Florida Power & Light Company
Summary of Actual Cost & Billing
Work Order Level

Type of Bill: Final Bill
Project Name: MET Palmetto 79F
Work Order: D00003839226

Line No	Salvage	Removal	Item	Item Cost	Total
6			(A) ENGINEERING		
7			Labor		
8			Additives of Labor		
9			Transportation		
10		$2,005.75	Applied Engineering	$3,295.95	
11			Contractor & Misc. Expenses		
12			Additives of Contractor/Misc. Expenses		
13		$2,005.75	Sub-total	$3,295.95	$5,301.70
14					
15			(B) LAND & LAND RIGHTS (RIGHT OF WAY)		
16			Labor		
17			Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			Additives of Contractor & Misc. Expenses		
22			Sub-total		
23					
24			(C) CONSTRUCTION		
25			Labor		
26			Additives of Labor		
27			Transportation Expenses		
28			Material		
29			Stores Loading		
30		$5,995.24	Contractor & Misc. Expenses	$1,846.75	
31			Additives of Contractor & Misc. Expenses		
32		$5,995.24	Sub-total	$1,846.75	$7,841.99
33					
34			(D) OTHER - MAINTENANCE		
35			Labor		
36			Additives of Labor		
37			Transportation Expenses		
38			Material		
39			Stores Handling		
40			Contractor & Misc. Expenses		
41			Additives of Contractor & Misc. Expenses		
42			Sub-total		
43					
44			(E) ADMINISTRATIVE & GENERAL COSTS		
45			Payroll Rate		
46			General Exp. Rate		
47			Additives of A& G Payroll Rate		
48			Sub-total		
49					
50			(F) TAX GROSS UP		
51			Tax Gross Up		
52			Sub-total		
53					
54	$0.00	$8,000.99	GRAND TOTAL	$5,142.70	$13,143.69

55	TOTAL INSTALLATION AND MAINTENANCE COST	$5,142.70
56	TOTAL REMOVAL COST	$8,000.99
57	SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)	$0.00
58	SUB-TOTAL	$13,143.69
59	CREDIT FROM AGREEMENT (0%)	$0.00
60	CREDIT: EARNED INTEREST ON UNUSED DEPOSIT (PER AGREEMENT)	$0.00
61	NET REPLACEMENT COST (Sum lines 58, 59, and 60)	$13,143.69

Florida Power & Light Company

Calculation of Administrative & General Costs

Work Order Level

Type of Bill	Final Bill
Project Name	MET Palmetto 79F
Work Order	D00003839226

		Removal	Installation and Maintenance
Engineering Labor	Line 7	$ 0.00	$ 0.00
Applied Engineering	Line 10	$ 2,005.75	$ 3,296.95
Eng. Cont. & Misc. Exp	Line 11	$ 0.00	$ 0.00
Land Rights Labor	Line 16	$ 0.00	$ 0.00
Land. Cont. & Misc. Exp	Line 20	$ 0.00	$ 0.00
Construction Labor	Line 25	$ 0.00	$ 0.00
Cnst. Cont. & Misc. Exp	Line 30	$ 5,995.24	$ 1,846.75
Other Labor	Line 35	$ 0.00	$ 0.00
Othe. Cont. & Misc. Exp	Line 40	$ 0.00	$ 0.00
Fixed Labor/Supervisory	Schedule B	$ 0.00	$ 0.00
Subtotal		$ 8,000.99	$ 5,142.70

Memorandum

MIAMI-DADE COUNTY

Date: MAY 05 2012

To: Edward Marquez
Deputy Mayor

From: Ysela Llort
MDT Director

Subject: Request for approval of the Second Amendment to the Florida Power & Light (FPL)-Metrorail Phase I Contribution Administration Agreement and Issuance of Work Order No. FPL-TPSS-PY-2 in an Amount Not to Exceed $2,621,085 to Provide Dedicated Electrical Service Feeders to the Proposed Palmetto Station Traction Power Sub-Station Project

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Recommendation

The attached Amendment No. 2 to the Florida Power & Light - Metrorail Phase I Contribution Administration Agreement and Work Order No. FPL-TPSS-PY-2 has been prepared by Miami-Dade Transit (MDT) in accordance with the Phase I Contribution Administration Agreement and is recommended for approval.

Scope

PROJECT NAME: Palmetto Station Traction Power Sub-Station

PROJECT NO.: CIP023-CT1-TR09-R2

PROJECT DESCRIPTION: Two dedicated 13.2 KV electrical service feeders are required from Florida Power and Light (FPL) to support the operation of the new Palmetto Station Traction Power Sub-Station (TPSS).

Currently, the Palmetto Metrorail Station electrical power needs are being supplied by the Okeechobee and Lehman Yard Traction Power Substations (TPSS). The design of the new substation will be the same as other existing traction power substations. Because of the anticipated higher minimum operating voltage required for the Metrorail replacement vehicles, this substation is required to be available and operable prior to the arrival of the new Metrorail vehicles.

The new TPSS will be located on a parcel of land owned by MDT, which is adjoining and directly south of the Palmetto Metrorail Station at the southeast corner of Folio #22-3010-008-0191 in the Town of Medley.

WORK ORDER DESCRIPTION: Engineering, design and construction of two new 13.2 KV dedicated feeders for the Traction Power Substation and equipment that is needed to provide electrical service feeders to the proposed traction power substation.

PRIMARY COMMISSION DISTRICT:	Miami-Dade Commission District 12.
MANAGING AGENCY:	Miami-Dade Transit (MDT)

Fiscal Impact / Funding Source

FUNDING SOURCE:	The project will be funded 100% from the American Recovery and Reinvestment Act (ARRA) funds, FTA Section 5307/5309 Formula Grant.
BASE WORK ORDER AMOUNT:	The Work Order amount is $2,621,085.
FISCAL IMPACT:	The fiscal impact of this Work Order No. FPL-TPSS-PY-2 is $2,621,085 and will be 100% funded from ARRA funds.

Track Record / Monitor

ORIGINAL AGREEMENT AMOUNT:	The original agreement amount was $1,500,000. This original Agreement, executed on May 7, 1980, specified the procedures under which Miami-Dade County (County) and FPL would follow in identifying, planning, designing and constructing new electrical services. Pursuant to the Phase I Contribution Administration Agreement, a Work Order is provided to FPL for each individual utility service project. The Board of County Commissioners (Board) authorizes FPL to perform work and invoice the County for reimbursable costs of FPL design and construction of two (2) new dedicated 13.2 KV electrical service feeder lines to the proposed Palmetto Station Traction Power Sub-Station Project.
PREVIOUS AGREEMENTS WITH COUNTY:	FPL has multiple agreements with several County departments including MDT.
JUSTIFICATION:	Two dedicated 13.2 KV electrical service feeders are required from Florida Power and Light (FPL) to support the operation of the proposed Palmetto Station Traction Power Sub-Station Project. Each TPSS provides the required power that feeds the third rail which, in turn, supplies the necessary power for the rail vehicles to operate. This estimate was reviewed by MDT and the engineering consultant to ensure that the estimate reflects the work necessary to accomplish the design and construction of the FPL distribution electrical service feeder lines. This binding cost estimate has been provided by FPL and is good for 180 days.

FIRM:	Florida Power & Light Company Note: The utility design may be performed by FPL or by their engineering consultant. The utility construction may be performed by either FPL or FPL contractors. Said contractors are under a contract award to the lowest qualified bidder who submitted a proposal in conformity with the requirements and specifications of the work. This is in accordance with Phase I Contribution Administration Agreement.
LOCATION OF FIRM:	Juno Beach, Florida
COMPANY PRINCIPALS:	Company's stockholders
HOW LONG IN BUSINESS:	85 Years
PROJECT MANAGER:	The person responsible for managing this work order is Frollan I. Baez, Acting Chief of the Right of Way, Utilities & Property Management Division.
Delegated Authority	In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which include authority for the Mayor, or Mayor's designee, to execute and terminate the agreement.
Background	Resolution R-1305-09, approved the first amendment to the Phase I Contribution Administration Agreement (the original Agreement executed on May 7, 1980 between the County and FPL) to change the formula for the Contribution In Aid of Construction (CIAC) as adopted by the Florida Administrative Code in April 2007. The CIAC is the formula by which the amount of this work order is arrived at and is a standard practice throughout the State of Florida. Changes to the MDT Design Criteria were also approved under the same resolution. This second amendment adds the new service requirements for the Palmetto Station Traction Power Sub-Station Project. This work order is necessary to provide the new two dedicated 13.2 KV electrical service feeder lines to the proposed Palmetto Station TPSS. Construction is scheduled to begin April 16, 2012.

OBM Director

Date 4/10/12

Edward Marquez
Deputy Mayor

SECOND AMENDMENT
TO
PHASE I – CONTRIBUTION ADMINISTRATION AGREEMENT

This AMENDMENT NO. 2 TO PHASE I - CONTRIBUTION ADMINISTRATION AGREEMENT (the "*Amendment*"), is made and entered into as of the ____ day of _____, 2012, by and between Florida Power & Light Company, a Florida corporation ("*Utility*"), and Miami-Dade County, a political subdivision of the State of Florida, ("*County*"), referenced jointly herein as the "*Parties*," or singularly as the "*Party*."

WITNESSETH:

WHEREAS, the Parties entered into that certain PHASE I- CONTRIBUTION ADMINISTRATION AGREEMENT dated as of May 7, 1980 (the "*Agreement*");

WHEREAS, the Parties entered into that certain Amendment No.1 to the Agreement dated November 17, 2009 to add the new service requirements;

WHEREAS, the County wishes to amend the Agreement by adding the new service requirements for the Palmetto Metrorail Station Traction Power Substation Project (the "Project");

WHEREAS, the County is receiving funds in the form of a grant from the U.S. Department of Transportation, Federal Transit Administration (the "FTA") for the Project; and

WHEREAS, the Parties have agreed to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. This Amendment is executed in connection with, and is deemed to be a part of, the Agreement. Upon the execution of this Amendment, this Amendment shall thereafter automatically become a part of the Agreement. Wherever the terms of this Amendment and the terms of the Agreement are in conflict, the terms of this Amendment shall govern and control. The initial capitalized terms used herein, unless otherwise defined in this Amendment, shall have the meanings ascribed to them in the Agreement.

2. Utility agrees provide the extension of service for the Project and shall exercise commercially reasonable efforts, to the extent consistent with Utility's applicable tariffs, to procure labor and equipment with respect to the Project in accordance with the provisions set forth on Exhibit A attached hereto (the "FTA Contracting Provisions"); provided, however, Utility shall be under no obligation to perform any activity or comply with any FTA Contracting Provision which would cause Utility to be in violation of any of Utility's applicable tariffs. Furthermore, in addition to County's reimbursement obligations pursuant to the Agreement or Utility's applicable tariffs, County agrees to reimburse Utility for any additional costs incurred

by Utility with respect to procuring labor and equipment in accordance with the FTA Contracting Provisions or any other provisions or obligations imposed upon Utility due to the funding of the Project by the FTA. Without limiting any other waivers or releases contained in the Agreement, County acknowledges and agrees that Utility shall have no obligation or liability to County arising out of the failure of Utility or any of its contractors or subcontractors to comply with the FTA Contracting Provisions or any other or any other provisions or obligations imposed upon Utility due to the funding of the Project by the FTA, unless such failure to comply is due to the gross negligence or willful misconduct of Utility. In no event shall Utility have any liability to County for the actual or alleged loss of funding as a result of Utility failure or inability to comply with the FTA Contracting Provisions or any other provisions or obligations related to the funding of the Project. County represents and warrants that Utility is not, nor shall Utility be deemed for any purposes, a recipient or subrecipient of the grant from the FTA with respect to the Project as a result of Utility's provision of service pursuant to the Agreement. County further advises and directs Utility that County has verified with the FTA that the requirements of 49 U.S.C. 53230 and 49 C.F.R. Part 661 also known as "Buy America" do not apply to Utility's actions at the Project.

3. The Parties hereby amend "Article IV – Installation by County" as follows: Paragraphs 1, 4, and 5 are deleted in their entirety, and replaced with "Not Applicable to the MIC-Earlington Heights Connector Project or the Palmetto Metrorail Station Traction Power Substation Project." For the avoidance of doubt, all other revisions to the Agreement pursuant to that certain Amendment No.1 to the Agreement dated November 17, 2009 shall apply to the work performed by Utility with respect to the Project.

4. County and Utility expressly recognize that neither this Amendment nor the Agreement, nor any activity performed under this Amendment or the Agreement shall convey any right of County to receive service other than in accordance with Utility's applicable tariffs. Nothing in this Agreement shall be deemed to supersede or contravene the Utility's tariffs and all of the applicable terms and provisions of the Utility's tariffs are hereby incorporated into this Agreement by reference.

4. The execution, delivery, and performance of this Amendment has been duly authorized by all requisite governmental action and this Amendment constitutes the legal, valid and binding obligation of County, enforceable against County in accordance with its terms.

5. The Parties acknowledge and agree that this Amendment may be executed in multiple counterparts, and transmitted via facsimile or otherwise, each such counterpart (whether transmitted via facsimile or otherwise), when executed, shall constitute an integral part of one and the same agreement between the Parties.

6. Except as expressly modified by this Amendment, all of the terms, conditions, covenants, agreements and understandings contained in the Supply Agreement shall remain unchanged and in full force and effect, and the same are hereby expressly ratified and confirmed by the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date and year first above written.

Florida Power & Light Company

By _____
Name: G. Keith Hardy, JR
Title: Vice President, Distribution

Miami-Dade County, Florida

By _____
Name: Edward Marquez
Title: Deputy Mayor

ATTEST:

_____
Sonja-Jane Fex-Rijo
Executive Assistant

ATTEST:

_____

Approved by County Attorney as to form and legal sufficiency.

EXHIBIT A

AMENDMENT NO. 2 TO

PHASE I - CONTRIBUTION ADMINISTRATION AGREEMENT

FTA CONTRACTING PROVISIONS

This Procurement is subject to a financial assistance contract between Miami-Dade County (MDC) and the U.S. Department of Transportation. The terms "Supplier" and "Contractor" are used interchangeably and shall refer to Utility; provided, however, nothing herein is intended nor shall it be deemed to make Utility a construction contractor to MDC or a recipient or sub-recipient of financial assistance from the U.S Department of Transportation or any other Federal, State or local agency or governmental authority.

1. No Government Obligation to Third Parties

No Obligation by the Federal Government.

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

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

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

31 U.S.C. 3801 et seq.
49 CFR Part 3118 U.S.C. 1001
49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

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

reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

3. Access to Records and Reports

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

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

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

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

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

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

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

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics		Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I State Grantees a. Contracts below SAT ($100,000) b. Contracts above $100,000/Capital Projects		None None unless1 non-competitive award	Those imposed on state pass thru to Contractor	None Yes, if non-competitive award or if funded thru2 5307/5309/5311	None None unless non-competitive award	None None unless non-competitive award	None None unless non-competitive award
II Non State Grantees a. Contracts below SAT (100,000) b. Contracts> $100,000/Capital Projects		Yes3 Yes3	Those imposed on non-state Grantee pass thru to Contractor	Yes Yes	Yes Yes	Yes Yes	Yes Yes

4. Federal Changes

49 CFR Part 18

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

6. Civil Rights Requirements (Title VI, EEO, ADA)

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102,42 U.S.C. § 12112
42 U.S.C. § 12132,49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

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

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

7. Disadvantaged Business Enterprises (DBEs)

49 CFR Part 26

Disadvantaged Business Enterprises

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

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

c. [intentionally omitted]

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the {insert agency name}. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Miami-Dade Transit and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

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

9. Government-wide Debarment and Suspension (Nonprocurement) Privacy Act

Suspension and Debarment

This contract is a covered transaction for purposes of49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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

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

The certification in this clause is a material representation of fact relied upon by {insert agency name}. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to {insert agency name}, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

to Contractor a

12. Lobbying

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-

Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

13. Clean Air

42 U.S.C. 7401 et seq.
40 CFR 15.61
49 CFR Part 18

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

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

14. Clean Water Requirements

33 U.S.C. 1251

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

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

15. Cargo Preference Requirements

46 U.S.C. 1241
46 CFR Part 381

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

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial

vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

16. Fly America Requirements

49 U.S.C. §40118
41 CFR Part 301-10

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

18. Contract Work Hours and Safety Standards Act

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

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of $1 0 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 (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (I) 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 (I) through (4) of this section.

21. Energy Conservation Requirements

42 U.S.C. 6321 et seq.
49 CFR Part 18

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

22. Recycled Products

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of40 CFR Part 247, and Executive Order 12873, as they apply to the procurement.

23. Americans with Disabilities Access

ADA ACCESS:
In accordance with section 102(a) as amended, FR 28 CFR Part 35 and 36, section 202, as amended,29 U.S.C. 794d, and section 228(a)(I), FR 49 CFR, Parts 27, 37, and 38, the Contractor

agrees that it will comply with the requirements of the Americans with Disabilities Act Rules and Regulations prohibiting discrimination based on disability: "no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." Also, the contractor agrees to comply with requirements pertaining to existing facilities used in the provision of designated public transportation services: "it shall be considered discrimination, for purposes of section 202 of this Act and section #504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), for a public entity to fail to operate a designated public transportation program or activity conducted in such facilities so that, when viewed in the entirety, the program or activity is readily accessible to and usable by individuals with disabilities. In addition, the Contractor agrees to comply with any implementing requirements Miami-Dade Transit and/or FTA may issue.

Certification Regarding Debarment, Suspension and Other Responsibility Matters

Lower Tier Covered Transactions
(Third Party Contracts equal to or over $25,000)

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out in "Certification Regarding Debarment, and Suspension.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MDC may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to MDC if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections or rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MDC for assistance in obtaining a copy of these regulations.

5. 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 in writing by MDC.

6. The prospective lower 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 Transaction," and the certification form, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U. S. General Service Administration.

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

9. Except for transactions authorized under Paragraph 5 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 all remedies available to the Federal Government, MDC may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction"

(1) The prospective Lower Tier Participant certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 C. F. R. 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) If the prospective Lower Tier Participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The prospective contractor certifies, by submission of this bid, that neither it nor its principals, as defined at 49 CPR 29.995, or affiliates, as defined at 49 CPR 29.905, are excluded or disqualified as defined at 49 CPR 29.940 and 29.945.

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

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

The certification in this clause is a material representation of fact relied upon by {insert agency name}. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Miami-Dade Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CPR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

_____

Signature of Contractor's Authorized Official

_____

Name and title of Contractor's Authorized Official

_____Date

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The Contractor certifies, to the best of its knowledge and belief, that:

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U,S,C, 1352, (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. [Note: Pursuant to 31 U,S.C. 1352(C)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure,]

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

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: ☐ a.contract b. grant c. cooperative agreement d.loan e. loan guarantee f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application b. initial filing c. post-award	3. Report Type: ☐ a. initial filing b. material change For Material Change Only: Year_____ quarter _____ date of last report_____☐
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known:* Congressional District, *if known:*	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:_____	

1

MIAMI-DADE COUNTY TRANSIT

Right of Way And Utilities Division

WORK ORDER REQUEST for NEW SERVICE FEEDERS INSTALLATION

REQUEST No.: FPL-TPSS-PY-2 Rev.

DATE: 3/9/2012

1. Name of Firm: Florida Power & Light Company
2. Project: METRORAIL PALMETTO STATION TPSS
3. Request For: ☒ New Work Order
   ☐ Revision No.____ to Work Order No.____
4. Category of Work: Installation of electrical feeders
5. Authorization: Second Amendment to Phase I Contribution Administration Agreement (1980)
6. Specific Justification:

   Installation of two dedicated 13.2 KV feeders for Palmetto Metrorail Station New Traction Power Substation

7. Scope of Work or Services to be Performed:

(SEE ATTACHMENT)

8. COMPLETION SCHEDULE:
   Estimated Start Date: April 16, 2012
   Estimated Completion Date: TBD

9. Estimated Cost: $2,621,085.00

I. Signature: B. A. Sample

NAME: BYRON A. SAMPLE

TITLE: SR. ENGR/FPL DSBN

DATE 3-9-12

MIAMI-DADE COUNTY

WORK ORDER for UTILITY NEW SERVICES

WORK ORDER No.: FPL-TPSS-PY-2 Rev.

TO: *Florida Power & Light Company*

FOR: Installation of two dedicated 13.2 KV feeders for Palmetto Metrorail Traction Power Substation

DATE: March 12, 2012
PROJECT NAME: Palmetto TPSS
FCSC: 4901
DESCRIPTION: Work Order
CONTRACT No. CIP023-CTI-TR09-R2

SCOPE OF WORK: *(USE ADDITIONAL SHEETS AS REQUIRED)*

Installation of two dedicated 13.2 KV feeders for Palmetto Metrorail Station New Traction Power Substation (TPSS). (see attached Work Order Request No. FPL-TPSS-PY-2 from FPL.)

Method of Payment:

	YES	NO
ARE PTP FUNDS INCLUDED?	☐	☒
ARE STATE FUNDS INCLUDED?	☐	☒
ARE FEDERAL FUNDS INCLUDED?	☒	☐

FM No. JPA No.

COMPLETION SCHEDULE:

Start Date: 4/16/2012
Completion Date: 12/31/2012

MAX. COMPENSATION: $2,621,085

FUNDS AVAILABLE: Yes

INDEX CODE: HTAR96125403

SUB-OBJECT: 94212

GRANT: MTAR96

PROJECT: DB09-MDT-01AREA, R2

Project Manager — DATE 3-21-12

MDT Budget, Robert Villar — DATE 4/12/12

for Assistant Director, Albert A. Hernandez, P.E. — DATE 4/12/12

Director, Ysela Llort — DATE 4-19-12

Deputy Mayor — DATE 6/5/12

Baez, Froilan I. (MDT)

Subject: FW: Buy America question Palmetto Traction Power Substation (TPSS)

From: margarita.sandberg@dot.gov [mailto:margarita.sandberg@dot.gov]
Sent: Thursday, January 19, 2012 7:35 AM
To: Hernandez, Albert A. (MDT)
Subject: Buy America question Palmetto Traction Power Substation (TPSS)

Albert,

Based on the details of this work as you have described them, the utility company, Florida Power and Light Company (FPL), is performing a service and using materials to perform that service. Miami Dade Transit will not be taking possession of any of these materials. Therefore, per Circular 4220.1F, Buy America does not apply to the materials that will be used by the utility company. For future reference on this project, we advise that you keep a statement in your files detailing the arrangement between MDT and FPL and why our Buy America requirements are not being applied to the transaction.

http://www.fta.dot.gov/documents/C_4220_1F.pdf (Page IV-30)
Property that the contractor acquires to perform its construction activities for the recipient, such as tools, machinery, and other equipment or facilities, is not covered by FTA's Buy America requirements unless the recipient intends to take possession of that property upon completion of the project. Thus, if a third party contractor is acquiring property for its general inventory of equipment or facilities to conduct its overall business affairs, the recipient may enter the cost of that acquisition into its calculations of overhead amounts applicable to the FTA assisted project irrespective of whether that property would comply with FTA's Buy America regulations.

Below is a recap of the project background and description as detailed in your original question to us about Buy America.
Regards,
Maggie

Margarita M. Sandberg
Program Manager / General Engineer
US Department of Transportation
Federal Transit Administration, Region IV
230 Peachtree Street, NW, Suite 800
Atlanta, GA 30303-1512
Tel: (404) 865-5612 / Fax: (404) 865-5605

BACKGROUND:
Miami Dade Transit is presently moving forward on the construction of a Traction Power Substation (TPSS) at the Palmetto Metrorail Station. The Florida Power and Light Company (FPL), a utility company, has been requested by Miami Dade Transit to provide services to the new Palmetto Metrorail Station Traction Power Substation. Two dedicated 13.2 KV electrical service feeders are required from Florida Power and Light to support the operation of the new Palmetto Metrorail Station Traction Power Substation. As the utility company, Florida Power and Light will own the feeders and are the only entity that can do this work.

Out of the $2.3 million project, the following $10K in parts do not meet Buy America:

Material Number – Associated with and WR#	Material Description	Total	Vendor	Manufactu
122954005 – Vault WR3731448	WSH,BRONZE,SPLIT,LOCK,1/2"	35	WESCO	Allied Bolt
163137040- Cable WR3731445 & 47	KIT,TERMINATION,HEAT SHRINK LIVE-END SEA	54	WESCO	DUS

163310005-Cable WR3731445 &47	SEALING END CAPS, FOR PILC,HEAT SHRINK,	180	WESCO	3M	N	$3.25	$585.00
163921000-Cable- confirm	BLT,ASY,SHEAR HD,W/WASHER,H,I,Y BODY SPL	6	WESCO	RICHARDS	N	$18.64	$111.85
504144504- Duct WR3731437 & 43	INH,RUST,TASKMASTER AEROSOL,5.5 OZ CAN	5	WESCO		N	$12.81	$64.07
505355002- Vault WR3731448	TAPE,FLAME & ARC RETARDING,1-1/2" X 20'	30	WESCO	3M	N	$10.67	$320.00
505356009 Vault WR3731448	TAPE,FLAME & ARC RETARDING,3" X 20'	39	WESCO	3M	N	$19.58	$763.48
531571001-Vault WR3731448	HLR,FUSE,30A,600V,FUSED CONNECTOR	6	WESCO	Littelfuse	N	$18.33	$109.98
593823003 -- Vault WR3731448	ANC,STUD,1/4" DIA,20 UNC,3/4" LG,STL	222	WESCO	HILTI	N	$1.02	$227.48
							$10,768.94

MDT has tried to obtain these materials from the following manufacturers, and found none that can meet Buy America:

	WSH,BRONZE,SPLIT,LOCK,1/2"
122954005	WSH,BRONZE,SPLIT,LOCK,1/2"

The following manufacturers do not offer an alternate made in the USA:

- MPS
- Hubbell
- Cooper
- Allied
- Steel City
- Various hardware distributors

	KIT,TERMINATION,HEAT SHRINK LIVE-END
163137040	SEA

The following manufacturers do not offer an alternate made in the USA:

- 3M
- Cooper
- Hubbell
- TE Energy
- Elastimold

	INH,RUST,TASKMASTER AEROSOL,5.5 OZ CAN
504144504	INH,RUST,TASKMASTER AEROSOL,5.5 OZ CAN

The following manufacturers do not offer an alternate made in the USA:

- 3M
- American Polywater
- CRC
- Krylon
- Sherwin
- LPS

505355002	TAPE,FLAME & ARC RETARDING,1-1/2" X 20'
	TAPE,FLAME & ARC RETARDING,3" X 20'
505356009	TAPE,FLAME & ARC RETARDING,3" X 20'

The following manufacturers do not offer an alternate made in the USA:

- 3M
- TE Energy
- Plymouth
- Elastimold

	HLR,FUSE,30A,600V,FUSED CONNECTOR	LITTLEFUSE
531571001	HLR,FUSE,30A,600V,FUSED CONNECTOR	BUSSMANN

The following manufacturers do not offer an alternate made in the USA:

- Ferraz
- Cooper/Kearney
- S&C
- Hubbell

593823003	ANC,STUD,1/4" DIA,20 UNC,3/4" LG,STL

The following manufacturers do not offer an alternate made in the USA:

- MPS
- Hubbell
- Cooper
- Allied
- Steel City
- Various hardware distributors

U.S. Department
of Transportation

Federal Transit
Administration

CIRCULAR

FTA C 4220.1F

November 1, 2008
Rev. 1, April 14, 2009
Rev. 2, July 1, 2010

Subject: THIRD PARTY CONTRACTING GUIDANCE

1. PURPOSE. This circular provides contracting guidance for recipients of Federal assistance awarded by the Federal Transit Administration (FTA) when using that Federal assistance to finance its procurements (third party contracts). This revision incorporates the new procurement provisions of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), and includes the most current available guidance for the Federal public transportation program as of the date of publication.

2. CANCELLATION. This circular cancels FTA Circular 4220.1E, "Third Party Contracting Requirements," dated 06-19-03.

3. AUTHORITY. Federal Transit Laws, Title 49, United States Code, Chapter 53.

4. WAIVER. FTA reserves the right to waive any provision of this circular to the extent permitted by Federal law or regulation.

5. FEDERAL REGISTER NOTICE. In conjunction with publication of this circular, a *Federal Register* notice was published on September 30, 2008 (73 FR 56896), addressing comments received during the development of the circular.

6. AMENDMENTS TO THE CIRCULAR. FTA reserves the right to update this circular due to changes in other revised or new guidance and regulations that undergo notice and comment, without further notice and comment on this circular. FTA will post updates on our Web site: **http://www.fta.dot.gov/.** The Web site allows the public to register for notification when FTA issues *Federal Register* notices or new guidance; visit the Web site and click on "Sign-up for e-mail updates."

7. ACCESSIBLE FORMATS. This document is available in accessible formats upon request. To obtain paper copies of this circular as well as information regarding these accessible formats, telephone FTA's Administrative Services Help Desk, 202-366-4865. Individuals with hearing impairments may contact the Federal Relay Service, 1-800-877-8339 for assistance with the call.

James S. Simpson
Administrator

THIRD PARTY CONTRACTING GUIDANCE

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Utility Purchases

Q. Are purchases from a public utility exempt from competitive procurement requirements?

A. Purchases from a public utility are exempt from the FTA competition requirements. Utility prices are established by law or regulation and therefore are not subject to the competitive procurement requirements described in FTA Circular 4220.1F, "Third Party Contracting Guidance." (Revised: July, 2010)

Q. Pacific Gas & Electric would not allow other contractors to perform any related task that encroaches on their lines such as disconnection and reconnection of customer-owned facilities, and installation of second service meters. Questions: Is bidding required? If not, do we need a sole source waiver approval from FTA? Is there any existing automatic waiver for utility companies like PG & E which have exclusive or propriety rights to service their own facilities or equipment?

A. The utility owner is not treated as a contractor, but rather, as the actual property owner of the utility equipment (meters, electrical lines, etc.). The property owner is not being hired [as a contractor] by your agency to perform work - rather, it is merely being reimbursed for the costs of relocating its assets due to an FTA-funded project. You should contact the FTA San Francisco Regional Office regarding this cost, to make sure you have a letter in the project file that correctly characterizes the expense.
(Reviewed: July, 2010)

Q. What sole source justification citation is to be used for utility purchases? PG&E services are needed as related to a hydrogen project in accordance with gas rule 16f2b, amount to be paid: $23,877.63, under a Federal grant.

A. Purchases from a public utility are exempt from the FTA competition requirements. Utility prices are established by law or regulation and therefore are not subject to the competitive procurement requirements described in FTA Circular 4220.1F, "Third Party Contracting Guidance." You do not need to process a sole source justification for utility purchases. (Posted: November, 2010)

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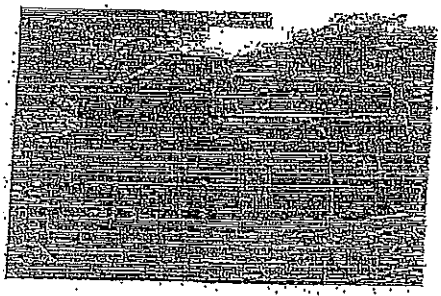

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8N2

Memorandum

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Charles Scurr, Executive Director

Date: July 10, 2014

Re: **CITT AGENDA ITEM 5H:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS' (BCC) RATIFY REVISION NO. 1 OF THE FLORIDA POWER AND LIGHT WORK ORDER NO. FPL-TPSS-PY-2 FOR AN AMOUNT NOT TO EXCEED **$265,551.02** TO PROVIDE DEDICATED ELECTRICAL SERVICE FEEDERS TO THE PALMETTO METRORAIL STATION TRACTION POWER SUB-STATION PROJECT **(MDT – BCC Legislative File No. 141552)**

On July 10, 2014, the CITT voted (11-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 14-062. The vote was as follows:

Paul J. Schwiep, Esq., Chairperson – Aye
Hon. Anna E. Ward, Ph.D., 1st Vice Chairperson – Aye
Glenn J. Downing, CFP®, 2nd Vice Chairperson – Aye

Joseph Curbelo – Aye
Alfred J. Holzman – Aye
Jonathan Martinez – Aye
Miles E. Moss, P.E. – Aye
Marilyn Smith – Absent

Peter L. Forrest – Aye
Prakash Kumar – Aye
Alicia Menardy, Esq. – Aye
Hon. James A. Reeder – Aye
Hon. Linda Zilber – Absent

cc: Alina Hudak, Deputy Mayor/Interim Director Public Works & Waste Management Department
Bruce Libhaber, Assistant County Attorney